

GRADUATE MEDICAL EDUCATION PROGRAM

**RESIDENCY/FELLOWSHIP**

**INSTRUCTOR/GME TRAINEE AGREEMENT**

[     ] **PROGRAM**

 ***THIS IS AN AGREEMENT*** by and between the Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, and      , who holds a dual appointment as a paid faculty instructor and a without salary resident/fellow in a graduate medical education (GME) training program, hereinafter referred to as “instructor/GME trainee.”

 **THE PARTIES AGREE** as follows:

1. **Residency/Fellowship Term and Stipend.**
	1. The initial term of this Agreement between the instructor/GME trainee and the University is for the period starting       and ending no later than      , with a salary tied to GME stipend levels commensurate with the program level of training, as set forth in Addendum A on page 7.
	2. The instructor/GME trainee will begin training at program level      .
	3. If the instructor/GME trainee is in satisfactory standing, this Agreement will be automatically renewed on an annual basis for the duration of the training program. The criteria for promotion and reappointment are set forth in the GME Institution Policy Manual. Completion of the program requires a total of       years of training. If the expected duration of the training program is altered the instructor/GME trainee will receive an amendment to this agreement.
2. **Purpose.** The primary purpose of the appointment of an instructor/GME trainee is the successful completion of a graduate medical education training program. This Agreement and the provisions of the GME Institution and Program Policy Manuals referenced in this Agreement govern the relationship between the individual instructor/GME trainee and the University in all aspects related to the individual’s training capacity, whereas faculty policies and rules apply to the instructor/GME trainee with respect to the individual’s faculty role.
3. **Appointment Status.** During the period in which instructors/GME trainees are undergoing graduate medical education training at the University, they have the status of students and are appointed to both a paid instructor appointment and a without salary medical resident or a without salary medical fellow appointment as outlined in the GME Institution Policy Manual. Instructors/GME trainees are treated as students for multiple purposes related to their GME appointment, including: performance, evaluation, discipline, processing of complaints and grievances, certification of program completion, and certain student policies as outlined in the GME Institution Policy Manual. Instructors are treated as faculty for various purposes related to their instructor appointments, including: discipline and processing of complaints and grievances related to instructor status, and receipt of faculty benefits as outlined in the University Policy Library. Instructors/GME trainees also are considered employees for purposes other than the above where required or authorized by state or federal law.
4. **Responsibilities of the Instructor/GME Trainee.**
	1. The instructor/GME trainee 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.
	2. The instructor/GME trainee agrees to participate fully in the educational and scholarly activities of the residency/fellowship program and, as required, to assume responsibility for teaching and supervising other residents/fellows and medical students.
	3. The instructor/GME trainee agrees to provide safe, effective, and compassionate care of patients under faculty supervision, commensurate with the instructor’s level of education and experience.
	4. The instructor/GME trainee 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.
	5. The instructor/GME trainee 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:
		1. **Credentials.** Comply with state licensure requirements by obtaining and maintaining an unrestricted Minnesota physician license, and provide documentation.
		2. **Work authorization.** Obtain an appropriate visa, as agreed to by the program, if the instructor 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. **Health professions requirements: Immunization**. Submit proof of immunization history for all of UMN’s required immunizations; obtain annual approved tuberculosis screening; , and maintain compliance with immunization requirements. The resident/fellow agrees to allow the University to share their immunization information with clinical sites where the resident/fellow is assigned by signing a separate HIPAA authorization attached as Addendum B.
		4. **Health professions requirements: Background Clearance and Training.** Pass background study clearances as required under Minnesota law; complete Privacy and Data Security (HIPAA) training; and complete blood-borne pathogens training. The resident/fellow agrees that their background study results, Privacy and Data Security (HIPAA) training compliance, and blood-borne pathogens training compliance may be shared with clinical sites where the resident/fellow is assigned.
		5. **Other.** Comply with any other requirements established by the individual residency/fellowship program.
	6. **Eligibility for specialty board examinations**. Specialty boards determine their own eligibility criteria to take board examinations. Instructor/GME trainee agrees to consult applicable specialty board regarding the board’s eligibility requirements and understands that participation in this training program does not guarantee eligibility for specialty board examination(s).
5. **Responsibilities of the University.**
	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 instructors/GME trainees.
	2. The University agrees to perform administrative functions for the benefit of the instructors/GME trainees. These include paying a salary tied to the applicable stipend level, maintaining certain records; administering the applicable disciplinary procedure ; and providing mechanisms for the coordination of programs among the affiliated hospitals and clinics, the Medical School, and the various clinical services.
	3. The University agrees to provide the following benefits to instructors/GME trainees effective the date set forth in Section 1.1:
		1. All instructors/GME trainees receive the following benefits: 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 completion of the GME training program; other insurance through the Office of Human Resources that provides medical insurance and optional dependent coverage, long-term and short-term disability insurance, life insurance, and optional dental insurance at the instructor/GME trainee’s cost; Faculty Retirement Plan (FRP) through the Office of Human Resources; reasonable accommodations for instructors/GME trainees with a documented disability as outlined in the Institution Policy Manual; and counseling and psychological support services through a residency/fellowship assistance program, including monitoring and assistance for impaired physicians consistent with professional and legal obligations. Instructors/GME trainees who 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).
		2. 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 instructors/GME trainees as set forth in the University Policy Library. Each program is responsible for advising its instructors 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.
		3. 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. On-call sleeping quarters are determined by the hospitals where the instructor/GME trainee is assigned.
	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 GME Institution 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.
	5. The Medical School does not require instructors/GME trainees to sign a noncompetitive guarantee. Please see the GME Institution Policy Manual.
6. **Evaluations of Academic Performance.**
	1. A periodic assessment of academic performance of each instructor/ GME trainee is the responsibility of the residency/fellowship program director with input from faculty. Academic performance of a instructor/GME trainee must be evaluated by a careful and deliberate review, including documentation of the 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 instructor/GME trainee’s performance are accessible to the instructor/GME trainee.
	2. An instructor/GME trainee can be disciplined and/or dismissed from the program for academic reasons. Before dismissing instructors/GME trainees or not renewing their contracts for academic reasons, the program must give the instructor/GME trainee notice of 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 an Instructor for Non-Academic Reasons.** Grounds for discipline and/or dismissal of an instructor/GME trainee for non-academic reasons, as set forth in the University Policy Library, include, but are not limited to, the following:
	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.
	2. Commission of an offense under federal, state, or local laws or ordinances which impacts upon the instructor/GME trainee’s abilities to appropriately perform normal duties in the residency/fellowship program.
	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 for GME Appointment.**
	1. Discipline and/or dismissal of instructors/GME trainees from their GME appointment for academic reasons under Section 6.2 above may be grievable under University policy and procedures on “Conflict Resolution Process for Student Academic Complaints.” Instructors/GME trainees also may utilize this University grievance procedure for other complaints related to education and academic services to the extent covered by the grievance policy.
	2. Instructors/GME trainees who are disciplined and/or dismissed from their GME appointment for non-academic reasons under Section 7 above are entitled to certain procedures as set forth in the University Policy Library.
	3. Discipline imposed for either academic or non-academic reasons is implemented on the effective date determined by the program, regardless of whether the instructor/GME trainee contests the discipline. The procedures referenced in paragraphs 8.1 and 8.2 above for contesting discipline are mutually exclusive; under no circumstances will an instructor/GME trainee be afforded both the procedures outlined under University policy and in the GME Institution Policy Manual.
	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, sexual orientation, gender identity or gender expression. Harassment based on sex, race or any other ground listed here is a form of discrimination prohibited under this policy. Instructors/GME trainees 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 & Title IX, as set forth in the GME Institution Policy Manual.
	5. Instructors/GME trainees 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.
9. **Residency Closure/Reduction.** If the University reduces the size of a residency/ fellowship program or closes a program, affected /fellows will be notified as soon as possible; and the University will make every effort within budgetary constraints to allow existing instructors/GME trainees to complete their education. In the unlikely event that existing instructors/GME trainees are displaced by a program closure or reduction, the University will make every effort to assist them in locating another residency/fellowship program where they can continue their education.

**10. GME Institution Policy** **Manual.** Upon signature of this agreement, the instructor/GME trainee acknowledges having access and agrees to adhere to the GME Institution Policy Manual, the applicable program manual, and the University Policy Library, all of which are available online. See http://www.med.umn.edu/gme.

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| **Regents of the University of Minnesota**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Susan M. Culican, MD, PhDTitle: Associate Dean for Graduate Medical Education; Designee for the Dean of the University of Minnesota Medical School.Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | **Instructor/GME trainee***I acknowledge that my electronic signature below is the legally binding equivalent of my handwritten signature on paper.* By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

First approved by the Graduate Medical Education (GME) Committee on February 27, 2018

**ADDENDUM A**

**University of Minnesota Medical School**

**Graduate Medical Education Program Instructor/GME Trainee Agreement**

**Residency/Fellowship Term and Stipend**

 The University will pay instructor/GME trainee a salary tied to GME stipend levels commensurate with level of training. The salary is payable on a biweekly basis.

 The stipend levels associated with each program level are as follows:

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| Program LevelPL      PL       | Stipend Step LevelStipend Step      Stipend Step       |

The Graduate Medical Education Committee sets stipend rates annually, effective for the July 1 – June 30 academic year. For academic year      , Stipend Step       is $     . For annually updated information, refer to the base stipend rates available at http://z.umn.edu/rfstipends.

ADDENDUM B

**AUTHORIZATION TO USE AND DISCLOSE**

**IMMUNIZATION INFORMATION TO HOSPITAL AND CLINIC SITES:**

**Graduate Medical Education Residency/Fellowship Agreement**

**1. Purpose.** I authorize the University of Minnesota to use and disclose my immunization information for the purpose of providing this information to hospital and clinic sites at which I rotate which require this information as a condition of my working or studying at these locations.

**2. Information to be Used or Disclosed.** My immunization information will be disclosed. This will include information about tuberculosis testing and required immunizations. This information will be accompanied by identifying information such as my name and date of birth.

**3. Parties Who May Disclose My Information.** The University of Minnesota may obtain my immunization information from my education records and my medical records at Boynton Health. I authorize these parties to disclose my immunization information to the University of Minnesota.

**4. Parties Who May Receive or Use My Information.** My immunization information will be submitted to hospital and clinic sites at which I rotate which require my immunization information as a condition of my working or studying at these locations.

**5. Right to Refuse to Sign this Authorization.** I do not have to sign this authorization. My decision not to sign this authorization will not affect any treatment, payment, or enrollment in health plans or eligibility for benefits. However, if I do not sign this authorization, I may be denied the ability to work at hospital and clinic sites which require immunization information.

**6. Right to Revoke.** I can revoke this authorization at any time by written notice of my decision to 420 Delaware Street SE, MMC 293, Minneapolis, MN 55455. If I withdraw this authorization, the University of Minnesota may not afterwards disclose my information for the purpose listed above. However, I cannot retroactively revoke authorization if disclosure has already occurred.

**7. Potential for Re-disclosure.**  After my immunization information is disclosed under this authorization, it will not be subject to HIPAA or FERPA. The information may be re-disclosed by hospital and clinic sites who receive the information.

I have read this authorization. I am the person who is the subject of this immunization information or their personal representative. I have the right to request and receive a copy of this authorization form after it is signed. This authorization does not have an expiration date.

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|      *Printed name of student* |  | *Date* |
| *Signature of student or personal representative*  |  | *If signed by personal representative, their authority to act on behalf of the student* |