



UNIVERSITY OF MINNESOTA  
**GRADUATE MEDICAL EDUCATION PROGRAM  
RESIDENCY/FELLOWSHIP AGREEMENT  
PROGRAM**

***THIS IS AN AGREEMENT*** by and between the Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, and \_\_\_\_\_, hereinafter referred to as “resident/fellow.”

**THE PARTIES AGREE** as follows:

**1. Residency/Fellowship Term and Stipend.**

1.1. The initial term of this Agreement between the resident/fellow and the University is for the period starting \_\_\_\_\_ and ending no later than \_\_\_\_\_, with an annual stipend commensurate with the program level of training, as set forth in Addendum A on page 7.

1.2. The resident/fellow will begin training at program level \_\_\_\_\_.

1.3. If the resident/fellow 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 resident/fellow will receive an amendment to this agreement.

**2. Purpose.** The primary purpose of the appointment of a resident/fellow 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 resident/fellow and the University, and take precedence over any other University document or procedure to the extent they are inconsistent with the terms of this statement.

**3. Appointment Status.** During the period in which residents/fellows are undergoing graduate medical education training at the University, they have the status of students and are appointed to one of several student/professional training classifications in the University appointment system as outlined in the GME Institution Policy Manual. Residents/fellows are treated as students for multiple purposes, including: performance, evaluation, discipline, processing of complaints and grievances, certification of program completion, and certain student benefits and policies as outlined in the GME Institution Policy Manual. Residents/fellows also are considered employees for purposes other than the above where required or authorized by state or federal law.

#### 4. Responsibilities of the Resident/Fellow.

4.1. The resident/fellow agrees to accept the duties, responsibilities, and rotations assigned by the program director or designee and to conduct themselves professionally in keeping with their position as a physician, in the care of patients and in relationships with other hospital/clinic staff.

4.2. The resident/fellow 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.

4.3. The resident/fellow agrees to provide safe, effective, and compassionate care of patients under faculty supervision, commensurate with the resident's/fellow's level of education and experience.

4.4. The resident/fellow 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.

4.5. The resident/fellow 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:

4.5.1. **Credentials.** Submit proof of earning an M.D. or D.O. or equivalent international degree; comply with state licensure requirements either by obtaining and maintaining a residency permit or an unrestricted Minnesota physician license, as required by the individual residency/fellowship program; provide copies of GME program completion certificates for prior training, if applicable; and document passage of the USMLE Step 3 or COMLEX-USA Level 3 (for D.O.s).

4.5.2. **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.

4.5.3. **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.

4.5.4. **Work authorization.** Obtain an appropriate visa, as agreed to by the program, if the resident/fellow 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.

4.5.5. **Other.** Comply with any other requirements established by the individual residency/fellowship program.

4.6. **Eligibility for specialty board examinations.** Specialty boards determine their own eligibility criteria to take board examinations. Resident/fellow 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.

5.1. The Medical School shall be responsible for providing a graduate medical educational experience and training program through faculty planning, teaching, supervision, and evaluation of residents/fellows.

5.2. The University agrees to perform administrative functions for the benefit of the residents/fellows. These include arranging for the payment of stipends; maintaining certain resident/fellow records; administering the procedure related to the discipline of residents/fellows; and providing mechanisms for the coordination of programs among the affiliated hospitals and clinics, the Medical School, and the various clinical services.

5.3. The University agrees to provide the following benefits to residents/fellows effective the date set forth in Section 1.1:

5.3.1 Benefits as set forth in the GME Institution Policy Manual. All residents/fellows receive the following benefits regardless of appointment classification: 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 resident's/fellow's completion of the program; other insurance through the Office of Student Health Benefits specifically for residents/fellows that provides medical insurance and optional dependent coverage, long-term and short-term disability insurance, life insurance, and optional dental insurance at the resident's/fellow's cost; reasonable accommodations for residents 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. Residents/fellows who are not appointed in a training grant position 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).

5.3.2 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 residents/fellows as set forth in the

GME Institution Policy Manual, but amounts of vacation and sick leave vary with the policies of each department. See applicable Program Policy Manual. Each program is responsible for advising its residents/fellows 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.

5.3.3 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 resident/fellow is assigned.

5.4. 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.

5.5. The Medical School does not require residents to sign a noncompetitive guarantee. Please see the GME Institution Policy Manual.

## **6. Evaluations of Academic Performance.**

6.1. A periodic assessment of academic performance of each resident/fellow is the responsibility of the residency/fellowship program director with input from faculty. Academic performance of a resident/fellow must be evaluated by a careful and deliberate review, including documentation of the resident's/fellow's 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 resident's/fellow's performance are accessible to the resident/fellow.

6.2. A resident/fellow can be disciplined and/or dismissed from the program for academic reasons. Before dismissing a resident/fellow or not renewing a resident's/fellow's contract for academic reasons, the program must give the resident/fellow notice of their 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 a Resident/Fellow for Non-Academic Reasons.** Grounds for discipline and/or dismissal of a resident/fellow for non-academic reasons, as set forth in the GME Institution Policy Manual, include, but are not limited to, the following:

7.1. 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.

7.2. Commission by the resident/fellow of an offense under federal, state, or local laws or ordinances which impacts upon the resident's/fellow's abilities to appropriately perform their normal duties in the residency/fellowship program.

7.3. 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.**

8.1. Discipline and/or dismissal of a resident/fellow for academic reasons under Section 6.2 above may be grievable under University policy and procedures on "Conflict Resolution Process for Student Academic Complaints." Residents/Fellows also may utilize this University grievance procedure for other complaints related to education and academic services to the extent covered by the grievance policy.

8.2. Residents/Fellows who are disciplined and/or dismissed for non-academic reasons under Section 7 above are entitled to certain procedures as set forth in the GME Institution Policy Manual.

8.3. Discipline imposed for either academic or non-academic reasons is implemented on the effective date determined by the program, regardless of whether the resident/fellow contests the discipline. The procedures referenced in paragraphs 8.1 and 8.2 above for contesting discipline are mutually exclusive; under no circumstances will a resident/fellow be afforded both the procedures outlined under University policy and in the GME Institution Policy Manual.

8.4. 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. Residents/Fellows 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 and Affirmative Action, as set forth in the GME Institution Policy Manual.

8.5. Residents/Fellows 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 residents/fellows will be notified as soon as possible; and the University will make every effort within budgetary constraints to allow existing residents/fellows to complete their education. In the unlikely event that existing residents/fellows

are displaced by a program closure or reduction, the University will make every effort to assist the residents/fellows in locating another residency/fellowship program where they can continue their education.

**10. GME Institution Policy Manual.** Upon signature of this agreement, the resident/fellow acknowledges having access and agrees to adhere to the GME Institution Policy Manual and the applicable program manual, both of which are available online. See <http://www.med.umn.edu/gme>.

**Regents of the University of Minnesota**

By: \_\_\_\_\_  
Name: Susan M. Culican, MD, PhD  
Title: Associate Dean for Graduate  
Medical Education; Designee for the  
Dean of the University of Minnesota  
Medical School

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

**Resident/Fellow**

*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 November 21, 1997.

**ADDENDUM A**  
**University of Minnesota Medical School**  
**Graduate Medical Education Program Residency/Fellowship Agreement**

**1. Residency/Fellowship Term and Stipend**

1.1. The University will pay resident/fellow an annual stipend commensurate with level of training. The stipend is payable on a biweekly basis.

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

<u>Program Level</u>	<u>Stipend Step Level</u>
PL	Stipend Step
PL	Stipend Step

1.3. 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**

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**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.

\_\_\_\_\_  
*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*