



RESIDENT/FELLOW CONTRACT

This agreement between the University of North Dakota School of Medicine & Health Sciences (University), and _____ (Resident/Fellow) is entered into for the term beginning _____, and ending, **June 30, 2022**. (If the resident/fellow completes the program prior to June 30 of the last year, the contract will end on the completion date.)

This agreement serves as a single statement of understanding between the resident/fellow and the University.

The University agrees, and the resident/fellow accepts appointment as a trainee under the following terms and conditions:

1. Training Program _____
2. Training Level in Program _____
3. Stipend Amount \$_____ for the contract term.
 - a. Residents/fellows whose employment start date is prior to July 1 will receive additional compensation for orientation, which will be prorated from the stipend amount.
 - b. Stipend is subject to increases approved by the North Dakota Legislature and/or State Board of Higher Education. Any change(s) will be communicated to the resident/fellow in writing as funding is authorized.
4. The University will provide to each resident/fellow:
 - a. Eligibility of the resident/fellow and their eligible dependents to enroll in the University's hospital and health insurance plan.
 - b. Access to the employee assistance program.
 - c. Long term disability insurance plan.
 - d. (21 calendar days = 15 weekdays + 6 weekend days) of paid annual vacation to be taken in periods of time mutually agreed upon by resident/fellow, training site, and Program Director. Absence for professional activities, sickness, and parental leave may be taken according to the Leave Policy for Residents/Fellows, which can be found at <https://med.und.edu/policies/files/docs/gme-leave.pdf>
 - e. Unpaid leave of absence will be subject to written university and departmental policy. Programs will provide timely notice regarding the effect of leave(s) on the ability of residents/fellows to satisfy requirements for program completion.
 - f. Insurance or other indemnity for professional liability of the resident/fellow while acting in the performance of his/her duties or in the course and scope of his/her assignments. Claims made after

termination of training will be covered if based on acts or omissions of the resident/fellow within the course and scope of his/her assignments during training. Conditions and limits are described in a separate summary of professional liability coverage information.

- g. Access to food services 24 hours a day while on duty in all institutions.
 - h. Resident/Fellow on call will be provided with adequate and appropriate sleeping quarters that are safe, quiet, and private.
 - i. An appropriate certificate will be provided upon satisfactory completion of the education and training program.
5. The resident/fellow 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 training program's standards of performance and as detailed in the attached Statement of Resident/Fellow Responsibilities.
 - b. Abide by the bylaws, rules, and regulations of the affiliated hospitals or other training sites.
 - c. Refrain from accepting fees from any patient or third party payor for services rendered at any affiliated training sites.
 - d. Comply with policies of the University, the responsible Department, and affiliated training sites regarding Basic Life Support and Advanced Cardiac Life Support certification for resident/fellows.
 - e. Comply with the University's credentials verification procedures. No resident/fellow will be able to begin a training program or receive any other benefits under this agreement without having met these requirements, which include:
 - i. Proof of compliance with immunization policy. The policy can be found at https://med.und.edu/policies/_files/docs/gme-immunization.pdf
 - ii. Completion of the University's application for appointment to the residency program and any required applications for appointment to the staffs of affiliated hospitals and training sites, listing all information requested and returning the documents in a timely manner prior to the beginning of training so all information can be verified, including medical school graduation and previous residency training, prior to beginning patient care responsibilities.
 - iii. Prior to beginning patient care responsibilities, Resident/Fellow shall obtain and maintain a current resident training license as required by North Dakota state law.
 - f. Provide proof of employment eligibility and identification within three (3) business days of the date employment is due to begin. After that time, the University may terminate the resident/fellow and request that the National Residency Matching Program reopen the position to other applicants. Termination for failure to provide proof of employment eligibility and identification is not grievable.
 - g. Demonstrate physical and mental capabilities to participate effectively in University training activities.

- h. Complete AMA training modules by date assigned by GME Office.
 - i. Enter duty hours in MedHub, at minimum, on a weekly basis.
 - j. Resident/Fellow has reviewed and agrees to the fulfill GME policies and procedures including duty hours, moonlighting, and eligibility for specialty board examinations. Full policies can be found at <https://med.und.edu/policies/medical-residents.html>.
 - k. In addition to having their employment information be subject to North Dakota's open records laws, expressly permit University to disclose certain personal or biographical information to third parties, including without limitation, applications, curricula vitae, educational credentials, diplomas, and related qualifications, in response to bona fide requests for information and audits, including without limitation, audits by third-party payors and government officials.
6. The term of this agreement is only for the term as specifically established above. Reappointment and/or promotion to a subsequent PGY level will be dependent upon satisfactory progress in education and satisfactory performance of all duties.

Residents/Fellows will be allowed to implement the institution's grievance procedure if they have received a written notice of intent not to renew their agreement.

8. At least semi-annually, the Program Director, with the participation of program faculty, will evaluate the knowledge, skills, and professional growth of the resident/fellow. The results of this evaluation will be made known to the resident/fellow. The written records of the evaluation will be accessible to the resident/fellow.
- a. Unsatisfactory or persistently less than satisfactory resident/fellow evaluation or performance, as well as the failure to progress in medical knowledge and skills, can result in required remedial activities, temporary suspension from duties, or termination of employment and residency education. The decision to terminate will be made by the program director. In the event of a termination, the resident/fellow may grieve the termination. The policy can be found at <https://med.und.edu/policies/medical-residents.html>. A resident/fellow can unilaterally terminate his or her appointment upon ninety (90) days' written notice to the program director. The resident/fellow's stipend will be discontinued at the time of termination. University personnel policies will determine the termination of health insurance and other benefits.
 - b. Should a dispute, disagreement, or controversy arise between the parties over interpretation or administration of this Agreement or its appendices, the processes and procedures set out in the Resident Fair Process and Grievance Procedure shall be followed. The terms and conditions of the affiliation agreement of the training site may be relevant to such dispute, disagreement, or controversy and will be considered accordingly. Each resident/fellow will receive a copy of the Resident Fair Process and Grievance Procedure with his/her contract. The policy can be found at <https://med.und.edu/policies/medical-residents.html>.
9. Background checks may be completed by the University, or major hospital affiliates, for the purpose of maintaining a safe environment for patients and staff. The applicant may incur a fee for completion of the background check. Adverse results on a background check may result in the immediate termination of the resident's/fellow's appointment by the University. The resident/fellow may grieve the termination. The Resident Fair Process and Grievance Procedure can be found at <https://med.und.edu/policies/medical-residents.html>.

10. Some hospitals may require drug testing. Confirmation of an adverse result may result in the immediate termination of the resident's/fellow's appointment by the University. The resident/fellow may grieve the termination. The Resident Fair Process and Grievance Procedure can be found at <https://med.und.edu/policies/medical-residents.html>.
11. Resident/Fellow data (which may include social security numbers) and Milestone data may be shared with the certifying boards. Resident/Fellows are advised to contact their Program Director regarding any questions or concerns. UND SMHS will not provide ACGME with any data the use of which has been restricted by the resident/fellow.
12. This contract constitutes the entirety of the agreement between the University and the undersigned resident/fellow and can be modified only in writing, signed by both parties.

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

_____	Date: _____
Resident/Fellow	
_____	Date: _____
Training Program Director	
_____	Date: _____
Department Chairman	

STATEMENT OF RESIDENT/FELLOW RESPONSIBILITIES

The goal of the residency/fellowship program is to provide residents/fellows with an extensive experience in the art and science of medicine in order to achieve excellence in the diagnosis, care, and treatment of patients. To achieve this goal, the resident/fellow agrees to do the following:

1. Under the supervision of the Program Director, Associate Program Director, faculty or their designees, assume responsibilities for the safe, effective, and compassionate care of patients, consistent with the resident's/fellow's level of education and experience.
2. Participate fully in the educational and scholarly activities of the residency/fellowship program and, as required, assume responsibility for teaching and supervising other residents/fellows and medical students.
3. Develop and participate in a personal program of self-study and professional growth with guidance from the teaching staff.
4. Participate in institutional programs, committees, councils, and activities involving the medical staff as assigned by the program director, and adhere to the established policies, procedures, and practices of the sponsoring organization and its affiliated institutions.
5. Participate in the evaluation of the program and its faculty.
6. Develop an understanding of ethical, socioeconomic, and medical legal issues that affect the practice of medicine.
7. Apply cost containment measures in the provision of medical care.
8. Keep charts, records, and reports up-to-date and signed at all times.
9. Adhere to institutional and program policies and procedures and to the requirements of affiliated training sites.

My signature indicates that I have read, understood, and agreed to assume these responsibilities.

Signed _____ Date _____

Approved by the Graduate Medical Education Committee, 10/11/2005

Revised and approved by the Graduate Medical Education Committee, 2/14/16; 2/11/20