



RESIDENT/FELLOW CONTRACT

This Contract 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, 2025 (Term). Should the Resident/Fellow complete the Residency/Fellowship Program prior to June 30th this Contract will terminate on Resident/Fellow's completion date.

This Contract serves as the single statement of understanding between the Resident/Fellow and the University related to the Resident/Fellow's appointment as a trainee in the Residency/Fellowship Program.

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

1. Residency/Fellowship Program _____
2. Training Level in Residency/Fellowship Program _____
3. Stipend Amount \$_____ for the Contract Term.
 - a. Residents/Fellows whose appointment start date is between June 18, 2024, and June 30, 2024, will receive additional compensation for orientation, which will be prorated based on the Stipend Amount.
 - b. Stipend Amount is subject to change approved by the North Dakota Legislature and/or State Board of Higher Education. All Stipend Amount change(s) will be communicated to the Resident/Fellow in writing as funding is authorized and an amendment to this Contract shall be issued.
 - c. Should this Contract be terminated for any reason prior to the end of the Term, the Stipend Amount shall be prorated through the date of termination.
4. The University will provide to each Resident/Fellow:
 - a. Health insurance coverage for the Resident/Fellow and their eligible dependents.
 - b. Access to the University's employee assistance program.
 - c. Long term disability insurance plan coverage.
 - d. Twenty-one 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. Resident/Fellow shall request all paid annual vacation leave in advance from either the training site director or Program Director as applicable. The training site director or Program Director will provide a timely notification of leave approval or denial. 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. Any unpaid leave of absence will be subject to approval and shall be pursuant to written University and applicable 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 coverage or other indemnity for professional liability of the Resident/Fellow while acting in the performance of their assigned duties of the appointment in the Residency/Fellowship Program or in the course and scope of their resident/fellow 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 their 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. While on call, adequate and appropriate sleeping quarters that are safe, quiet, and private.
 - i. An appropriate certificate upon satisfactory completion of the Residency/Fellowship Program.
5. The Resident/Fellow agrees to:
- a. Perform satisfactorily, and to the best of their ability, the customary duties and obligations of the above named Residency/Fellowship Program as established by the Residency/Fellowship Program's standards of performance and as detailed in the attached Statement of Resident/Fellow Responsibilities.
 - b. Adhere to University and Training Program policies and procedures.
 - c. Abide by the bylaws, rules, and regulations of the affiliated hospitals or other training sites.
 - d. Refrain from accepting fees from any patient or third-party payor for services rendered at any affiliated training sites.
 - e. Comply with policies of the University, the applicable department, and affiliated training sites regarding Basic Life Support and Advanced Cardiac Life Support certification for resident/fellows.
 - f. Comply with the University's credentials verification procedures. To initiate a Residency/Fellowship Program, or receive any other benefit under this Contract, Resident/fellow must:
 - i. Provide proof of compliance with the University's immunization policy. The policy can be found at <https://med.und.edu/policies/files/docs/gme-immunization.pdf>
 - ii. Complete the University's application for appointment to the Residency/Fellowship Program and any required applications for appointment to the staff 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, obtain, and maintain at all times, a current resident training license through the North Dakota Board of Medicine as required by North Dakota state law.

- g. Provide proof of employment eligibility and identification before the start date or within three (3) business days of the date the appointment is due to begin. If Resident/Fellow fails to provide the required proof of employment within the required timeline, the University may terminate the Resident/Fellow from the Residency/Fellowship Program and request that the National Residency Matching Program reopen the position to other applicants. Should the Resident/Fellow be terminated from the Training Program pursuant to this section, this Contract shall automatically terminate without additional notice to the Resident/Fellow. Termination for failure to provide proof of employment eligibility and identification is not grievable.
 - h. Demonstrate physical and mental capabilities to participate effectively in University training activities.
 - i. Complete AMA training modules by the due date assigned by the Graduate Medical Education (GME) Office.
 - j. Enter duty hours in MedHub, no less frequently than on a weekly basis.
 - k. Resident/Fellow has reviewed and agrees to fulfill the requirements and expectations of all GME policies and procedures. The policies and procedures are currently found online at: <https://med.und.edu/policies/medical-residents.html>. The Resident/Fellow may request a copy of the policies/procedures at any time from its Program Director. University policies and procedures regarding resident/fellow clinical and educational work hours and moonlighting are currently located online at: <https://med.und.edu/policies/medical-residents.html>.
 - l. Resident/Fellow acknowledges receipt of information related to their eligibility for the relevant specialty board examination(s) from their respective Training Program. Recognizing that board eligibility differs by specialty, Resident's/Fellow's eligibility for the relevant specialty board examination is available from each specific residency/fellowship program as well as through the American Board of Medical Specialties website: <https://www.abms.org/>.
 - m. Resident/Fellow Residency/Fellowship Program appointment information is subject to North Dakota's open records laws. Resident/Fellow expressly permits 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 Contract is only for the time period as specifically established above. Reappointment and/or promotion to a subsequent PGY level will be dependent upon Resident/Fellow's satisfactory progress in education and satisfactory performance of all duties under this Contract.
7. Residents/Fellows may engage in the University's Resident/Fellow Grievance and Appeal Policy if they have received a written notice of intent not to renew their agreement. However, should the underlying reason a Resident/Fellow agreement is not renewed is related to a termination, discipline or site removal which has already engaged the Resident/Fellow Grievance and Appeal Policy and the decision has been determined to be upheld through all applicable appeals, there is no additional right to grieve under this section.
8. At least semi-annually, the Program Director, with the participation of the Residency/Fellowship 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 Residency/Fellowship Program appointment and residency education. The decision to terminate will be made by the Residency/Fellowship Program Director. In the event of termination, the Resident/Fellow may grieve the termination unless otherwise specified in this Contract. The Resident/Fellow Grievance and Appeal 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 Residency/Fellowship Program Director. The Resident/Fellow's stipend will be discontinued upon 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 Contract or its appendices, if any, the processes and procedures set out in the Resident/Fellow Grievance and Appeal Policy 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 current Resident/Fellow Grievance and Appeal Policy with their contract. The policy can also be currently found online at <https://med.und.edu/policies/medical-residents.html>.
9. Background checks may be completed by the University, in addition to clinical and hospital affiliates, for the purpose of maintaining a safe environment for patients and staff. The Resident/Fellow is responsible for all fees to complete required background checks. 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 a termination under this section. The Resident/Fellow Grievance and Appeal Policy can be currently found online at <https://med.und.edu/policies/medical-residents.html>.
 10. Some clinics and hospitals may require drug testing. Confirmation of an adverse test result may result in the immediate termination of the Resident's/Fellow's appointment by the University. The Resident/Fellow may grieve a termination due to an adverse drug test result under this section. The Resident/Fellow Grievance and Appeal Policy can be currently found online at <https://med.und.edu/policies/medical-residents.html>.
 11. Resident/Fellow records, information, and other data (which may include social security numbers and other personally identifying information) and Milestone data (to include progress information and performance evaluations) may be shared with the certifying boards. Resident/Fellows are advised to contact their Program Director regarding any questions or concerns.
 12. University reserves the right to update its policies and procedures during the term of this Contract. The Resident/Fellow acknowledges the updated version of all policies and procedures will govern Resident/Fellow as applicable throughout this Contract. University will provide notice to Resident/Fellow of updated policies and procedures; however, Resident/Fellow acknowledges it is their responsibility to review all updated policies and procedures to ensure ongoing compliance.
 13. 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.

Resident/Fellow

Date: _____

Residency/Fellowship Program Director

Date: _____

Department Chairperson

Date: _____

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.

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; 2/14/23