

RESIDENT CONTRACT

UNIVERSITY OF NORTH DAKOTA SCHOOL OF MEDICINE & HEALTH SCIENCES

This agreement between the University of North Dakota School of Medicine & Health Sciences (University), and _____, M.D. (Resident) is entered into for one year beginning **June 24, 2016**, and ending, **June 30, 2017**. ** (if the resident 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 and the University.

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

1. Training Program _____ 2. Training Level in Program _____
3. Stipend Amount \$ _____ per year.
4. Through its affiliation agreements with participating training sites, the University will monitor the provision of suitable on-call quarters, when appropriate.
5. The University will see that the following are provided to each resident:
 - a. Eligibility of the resident and members of his/her immediate family, i.e., spouse and children, to enroll in the University's health insurance plan. Residents will have access to the employee assistance program. Programs will provide you with a Blue Cross/Blue Shield Health Benefits and Summary Plan Description.
 - b. Enrollment in the University's disability insurance plan.
 - c. (21 calendar days = 15 weekdays + 6 weekend days) of paid annual vacation to be taken in periods of time mutually agreed upon by resident, training site, and Program Director. Absence for professional activities, sickness, and parental leave may be taken according to written Leave Policy for Residents, which can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>. Unpaid leave of absence will be subject to written university and departmental policy.
 - d. Insurance or other indemnity for professional liability of the resident 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 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.

- e. Residents will have access to food services 24 hours a day while on duty in all institutions.
 - f. Residents on call will be provided with adequate and appropriate sleeping quarters that are safe, quiet, and private.
6. The resident 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 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 residents.
 - e. Comply with the University's credentials verification procedures. No resident will be able to begin a training program or receive any other benefits under this agreement without having met these requirements, which include:
 - 1. Proof of compliance with immunization policy. The policy can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>.
 - 2. 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.
 - 3. Resident shall obtain and maintain a current resident training license as required by North Dakota state law.
 - g. A Resident Training License is required. Residents must also fulfill qualifications for permanent licensure in North Dakota within 18 months of beginning their first post-graduate year (PG1) of training, or within six months of post PG-1 entry into a UND program.
- Any event that renders the resident “unqualified” for ND licensure will result in dismissal from the program. This dismissal is not grievable.
- h. Demonstrate physical and mental capabilities to participate effectively in University training activities.
 - i. Adhere to policy regarding professional activities outside of program requirements (moonlighting).

The policy can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>.

- j. Adhere to policy regarding duty hours. The policy can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>.

7. The term of this agreement is for one year only as specifically established above. Appointment to subsequent years will be dependent upon satisfactory progress in education and satisfactory performance of all duties.

Nonrenewal of contract: A resident whose contract will not be renewed will be given notice four (4) months prior to the end of the resident's current agreement, unless the primary reason(s) for the nonrenewal occurs within the four months prior to the end of the agreement. The institution and/or accredited programs within the institution will provide the resident with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the agreement.

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

8. An appropriate certificate will be provided upon satisfactory completion of the education and training program.

9. At least semi-annually, the Program Director, with the participation of program faculty, will evaluate the knowledge, skills, and professional growth of the resident. The results of this evaluation will be made known to the resident. The written records of the evaluation will be accessible to the resident.

10. Unsatisfactory or persistently less than satisfactory resident 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 may grieve the termination. The policy can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>. A resident can unilaterally terminate his or her appointment upon ninety (90) days' written notice to the program director. The resident's stipend will be discontinued at the time of termination. University personnel policies will determine the termination of health insurance and other benefits.

11. 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 will receive a copy of the Resident Fair Process and Grievance Procedure at the time training begins. The policy can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>.

12. The resident will review and understand the University's policy on harassment and will not engage in

sexual or any other form of harassment. The policy can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>.

The resident will complete the University's general harassment training within two weeks of employment.

13. The resident will review and understand the University's policy titled *Alcohol and Drugs*. The policy can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>.
14. The resident will review and understand the University's policy on Accommodations for disabilities. The policy can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>.
15. The University agrees that the program offered is accredited by the Accreditation Council for Graduate Medical Education (ACGME) and that the program is committed to maintaining accreditation. The University will inform the resident of any adverse accreditation actions taken by the ACGME within 21 days of the University's receipt of notice of such action. Should the University begin the process of closing a residency training program for accreditation reasons or for other reasons, the residents will be informed at as early a date as possible.
16. 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 appointment by the University.
The resident may grieve the termination. The *Resident Fair Process and Grievance Procedure Policy* can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>.
17. Residents must 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 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.
18. Some hospitals may require drug testing. Confirmation of an adverse result may result in the immediate termination of the resident's appointment by the University. The resident may grieve the termination. The *Resident Fair Process and Grievance Procedure Policy* can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>.
19. Resident will review policy on eligibility to sit for specialty board examinations. The policy can be found in the Graduate Medical Education Policy Manual at <http://www.med.und.edu/residency-programs/policies.cfm>.
20. This contract constitutes the entirety of the agreement between the University and the undersigned resident 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.

STATEMENT OF RESIDENT RESPONSIBILITIES
Approved by the Graduate Medical Education Committee, 10/11/2005

The goal of the residency program is to provide residents 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 agrees to do the following:

1. Under the supervision of the Program Director, assume responsibilities for the safe, effective, and compassionate care of patients, consistent with the resident's level of education and experience.
2. Participate fully in the educational and scholarly activities of the residency program and, as required, assume responsibility for teaching and supervising other residents 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 _____

For Contract Year 2016-2017