



# GME CONTRACT – INITIAL APPOINTMENT 2017-18 DRAFT \*\* NOT FINAL \*\*\*\*

This agreement is made between The University of Virginia Medical Center (UVAMC) and \_\_\_\_\_ (hereinafter referred to as "Trainee"). In consideration of the mutual promises, covenants and agreements hereinafter contained, the parties do hereby agree as follows:

**The Medical Center Agrees:**

1. To appoint \_\_\_\_\_ to the position of \_\_\_\_\_ in the \_\_\_\_\_ Program in the Department of \_\_\_\_\_.
2. The duration of the appointment for this agreement shall be for a period of (not more than) one year commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, unless terminated earlier pursuant to the terms of this Agreement.
3. The annual stipend shall be (not less than) \$ \_\_\_\_\_ the stipend for PGY \_\_\_\_\_.

(Stipends for academic year 2017-18 will be reviewed and will be posted on the Graduate Medical Education Office's website in late spring of 2016.) Determination of PGY Stipend Levels is based on the Graduate Medical Education Committee's Policy on Salary, Number 01 which can be found here: [http://www.medicine.virginia.edu/education/graduate-md/GME/education/graduate-md/GME/copy\\_of\\_benefits.html](http://www.medicine.virginia.edu/education/graduate-md/GME/education/graduate-md/GME/copy_of_benefits.html)

**This agreement is contingent on full compliance with the terms and conditions as stated in the Medical Center Policies on Graduate Medical Education which define the appointment process, advancement requirements and licensure requirements for all trainees. Your appointment is conditional based on the approval of the Clinical Staff Credentials Committee (CSCC) and the Clinical Staff Executive Committee (CSEC) and based on successful completion of credentialing, including but not limited to our review and acceptance of information from the criminal background check, successful completion of the pre-employment drug screen, passing Step 2, both CK and CS, of the USMLE (for Fellows, Step 3), receipt of a Virginia Medical License, if applicable, honest and accurate completion of all required paperwork and training modules prior to Orientation. You will not be able to begin your training until all processes are complete.**

**Renewal of your appointment is contingent upon recommendation of your Program Director and Department Chair and approval of recommendations by CSCC and the CSEC. Based on successful completion of all program requirements, this recommendation and approval process will continue annually for the duration of your residency or fellowship. Information regarding Board Certification can be found here: <http://www.abms.org/member-boards/specialty-subspecialty-certificates/>**

**If you are not a United States citizen, your employment is also contingent upon obtaining and providing evidence of the appropriate visa and continued maintenance of legal permission to work in the United States.**

The Health System Policy Manual and the Graduate Medical Education website contain policies governing the operation of the Medical Center and your position as a Trainee. All GME Policies referenced below can be found on the GMEO website: <https://med.virginia.edu/gme/institutional-policies/>. Medical Center policies can be found on the Health System Intranet at: [https://www.healthsystem.virginia.edu/documentation/manual.cfm?manual\\_id=A70A3A2A-110A-2E68-14DBB50667C4BA10](https://www.healthsystem.virginia.edu/documentation/manual.cfm?manual_id=A70A3A2A-110A-2E68-14DBB50667C4BA10) (Please note that these policies cannot be accessed by you until you have been assigned an Outlook ID during the credentialing process). **The information provided below represents a brief summary of current policies and procedures, benefits, and responsibilities.** Trainees are responsible for compliance with all (UVAHS, MC, GMEC and Departmental) policies, including those added or amended during the course of training. Updated UVAHS, MC and GMEC policies can always be found online. As a condition of your appointment, you agree to be familiar with the current versions of and abide by all applicable policies and procedures governing your training. All Trainees will be notified, in writing, of any changes in the following Trainee specific benefits as well as changes or additions in GMEC policies.

Professional Liability Insurance: All Trainees of the University of Virginia Medical Center are provided liability coverage by the Commonwealth of Virginia's "Risk Management Plan" under the Department of the Treasury. The Plan verifies liability coverage for activities of its employees and agents as it relates to tort liability, including medical malpractice. Coverage extends to activities performed in the scope of employment at the University of Virginia Medical Center or any of its affiliated healthcare facilities. Coverage

is not extended for employment opportunities which you arrange on your own (i.e., moonlighting) or medical care rendered outside the scope of your educational program. For questions regarding tort liability coverage, please call Risk Management at 434-924-5595

**Health Insurance:** Medical coverage be provided by Aetna. Trainees will be offered a choice of the following two plans. Details on plans can be found here: <http://www.hr.virginia.edu/hr-for-you/housestaff/housestaff-benefits/>

**2016 Housestaff Monthly Premium Costs:**

OPTION	VALUE HEALTH	CHOICE HEALTH
SINGLE	\$40	\$48
EMPLOYEE + ELIGIBLE* SPOUSE	\$40	\$57
EMPLOYEE + CHILD(REN)	\$40	\$57
FAMILY	\$40	\$64

UVA MC Employees may be eligible to receive an annual financial bonus if they elect to participate in the annual HOOSWELL Campaign. <http://www.hr.virginia.edu/other-hr-services/hooswell/>

\* Per ACA guidelines, spouses of trainees who are offered reasonably priced insurance coverage (per ACA definition) through their own employer will not be eligible for coverage under the Housestaff Plan.

**Disability Insurance:** This is provided for all Trainees at no cost through the Reed Group. For both partial and full disability, the Reed Group pays 70% of current salary, up to \$8,000 a month after a 90-day exclusionary period. This policy does not preclude you from purchasing additional individual disability insurance coverage.

**Life Insurance:** This is provided for all Trainees at no cost through The Guardian Life Insurance Company, which provides coverage at 1.5 times salary up to \$100,000.

**Each individual is responsible for completing the necessary enrollment forms within the required timeframe as well as any subsequent plan changes that are the result of any qualifying events (birth of a child, change in marital status, etc.)**

**Vacations, Parental, Sick and Other Leaves of Absence:** The GME Office recommends that graduate medical trainees be provided fifteen business days of vacation time (unless otherwise specified by their Program Director). Vacation time does not carry forward from one academic year to the next. Graduate medical trainees are provided up to fourteen calendar days per year of paid sick leave, inclusive of time needed for mental health. Beyond this, exceptional cases will be considered on an individual basis. Paid sick leave does not carry forward. Maternity leave is granted as four paid, consecutive weeks of exceptional leave, plus any remaining unused annual sick leave or annual vacation time. Paternity leave may be granted as one paid week (seven consecutive days) of exceptional leave, plus any remaining unused sick time or unused annual vacation time. The complete policy, including the effect that leave taken has on Board eligibility, is available on the GMEO website.

**Physician Wellness:** The pressures and demands of medical training can be stressful to the individual both inside and outside of the work environment. Evaluation and treatment services are available for Trainees through a number of resources. Should services be desired, contact the GME Office or the Employee Assistance Program,

**Sexual and Other Forms of Harassment:** The Medical Center is committed to providing a work environment that is free of harassment, intimidation or retaliation in any form. Insulting words, jokes or actions based on an individual's sex, race, ethnicity, age, religion, sexual orientation, disability or any other legally protected characteristic will not be tolerated. The University of Virginia policy can be found at: <http://www.hr.virginia.edu>.

**Conditions for Reappointment and Policy for Non-Renewal:** The GME Policy on Non-Renewal governs the appropriate procedure and guidelines in effect should a Trainee's contract not be renewed. In the event that a trainee fails to meet program requirements for a given academic year, a reappointment contract for the subsequent year, even if fully executed, will not be honored.

**Assessment of Performance and Grievance Procedure and Due Process:** The Assessment of Performance Policy governs the qualification of trainees to remain in their training programs, and its provisions shall apply in all instances in which such qualification and/or certification is at issue. The Grievance Policy and procedure provide a mechanism for resolving disputes and complaints that may arise between a trainee and his/her program director or other persons involved with the administration of the educational program. Both policies are located on the GMEO website. Every Trainee has the right to due process.

**Closures and Reductions:** The GME Policy on Reduction in Program Size or Closure, governs the appropriate procedures and guidelines in effect should either of these situations occur.

**Federal Health Care Program Exclusions:** Individuals: 1) who are listed as excluded on the Department of Health and Human Services Office of the Inspector General's "List of Excluded Individuals/Entities" or on the General Services Administration "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" or 2) who have been convicted of a crime related to the provision of health care items or services for which one may be excluded under 42 USC 1320a-7(a) (an "excludable crime", i.e.,

criminal offenses related to governmentally financed health care programs, including health care fraud; criminal abuse or neglect of patients; or felony controlled substance convictions related to the provision of health care) cannot provide patient care reimbursable under federal health care programs (e.g., Medicare and Medicaid) and are subject to suspension with or without pay and/or dismissal from the UVA residency/fellowship program. Graduate Medical Trainees must immediately notify the GMEO if they receive, or have received prior to enrollment in the program, any notice of exclusion or proposed exclusion.

Disability Accommodation: The Medical Center is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. <http://www.hr.virginia.edu>.

Parking: Assignment in one of the Medical Center's parking lots is available to all Trainees for a monthly fee. Close-in parking assignments and specific lot assignments are made based on availability and clinical responsibilities. Compliance with parking rules is the responsibility of trainees given an assignment. Repeated misuse of parking privilege may result in disciplinary action, including termination.

Annual Cash Benefit: All Trainees are provided a cash benefit that is intended to offset the cost of parking fees; however, the benefit may be used for reimbursement of other expenses if parking is not needed. The cash benefit is added to Trainee earnings via a bi-weekly payroll adjustment. The cash benefit is applied to 24 pay periods and is received as a fixed amount (\$45.00/pay period), which is added to gross income. As there are actually 26 pay periods in this time frame, two pay periods are considered non-deductions, and the benefit is not applied during these periods. The cash benefit is currently \$1140.

Uniforms and Laundering of Uniforms: Two white coats are provided to each trainee at the beginning of training. Laundering of these coats is offered at no cost through Linen Services. Laundering will not be provided for personal coats, or more than the two coats assigned. Scrubs are available to those who need them.

On-Call Meal Money: Some trainees in Residency Programs are provided a meal allowance which is a predetermined amount based on total call hours.. This is reviewed annually by the Housestaff Council.

On-Call Rooms: These are provided to all services based on need/usage. The call room suite is located on the Zero Level of the Main Hospital, East. There are additional call rooms on the floors assigned to specific services.

Graduate Medical Trainee Lounge: A lounge for Trainees only is located in the Call Room Suite on the Zero Level of the Main Hospital, East.

Gym Facilities: A small gym, with cardiovascular and weight equipment as well as shower facilities, is available to Trainees only and is located in the Call Room Suite on the Zero Level of the Main Hospital, East.

University Intramural Facilities: As Medical Center Employees, Trainees are eligible to purchase a membership at the University's IM-Rec Sports facilities at a reduced cost. [www.virginia.edu/ims](http://www.virginia.edu/ims)

Copy Card: One 350-count copy card is provided to each Trainee per year by the GMEO, upon request.

Prescription Pads: Most prescriptions are issued through our electronic medical record system. The GME Office can provide generic prescription pads to Trainees as needed upon request.

Library Resources: The Claude Moore Health Sciences Library provides numerous resources for Trainees, including MEDLINE, Computer Lab, etc. (<http://www.hsl.virginia.edu/> )

Moonlighting: The Graduate Medical Education Committee of the University of Virginia Medical Center believes that moonlighting by Trainees is generally inconsistent with the educational objectives of their training. However, programs may elect to allow their trainees to pursue moonlighting activities on a case-by-case basis. PGY1s are not allowed to moonlight, per ACGME requirements, and the GME Policy on Moonlighting. Please refer to the Moonlighting Policy on the GMEO website for applications and procedures

High Risk/Safety Sensitive Drug and Alcohol Screening: The University of Virginia has a vital interest in providing a safe environment for its students, employees, patients, and visitors. It is the intent and goal of University policy to provide a supportive process for intervention and rehabilitation while also protecting the working and learning environment. This policy authorizes drug and alcohol testing of University personnel performing in safety-sensitive positions when there is reason to be concerned about drug or alcohol use. This policy can be obtained at: <http://www.hr.virginia.edu>

Duty Hours: The GMEO requires all ACGME programs to participate in the documentation of duty hours in New Innovations, to ensure trainees are not being placed at risk for fatigue, and to document compliance with each program's individual Residency Review Committee (RRC) and ACGME duty hours regulations. GME Policy available on the website.

Restrictive Covenants: Neither the Sponsoring Institution nor its programs may require Trainees to sign a non-competition guarantee.

## STATEMENT OF TRAINEE RESPONSIBILITIES

Trainees agree to demonstrate an understanding and acceptance of their personal role in the following:

- Assurance of the safety and welfare of patients entrusted to their care;
- Provision of patient and family centered care;
- Assurance of their professionalism and fitness for duty;
- Management of their time before, during and after clinical assignments; recognition of impairment, including illness and fatigue, in themselves and their peers;
- Attention to lifelong learning;
- The monitoring of their patient care performance improvement indicators; and,
- Honest and accurate reporting of duty hours, patient outcomes and clinical experience data.

Further, trainees will:

- Participate fully in the educational and scholarly activities of the residency program and the institution, as required, assume responsibility for teaching and supervising other residents and medical students;
- 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;
- Participate in the evaluation of the program and its faculty;
- Develop an understanding of ethical, socioeconomic, and medical legal issues that affect the practice of medicine;
- Apply cost containment measures in the provision of medical care;
- Keep charts, records, and reports up-to-date and signed at all times; and
- Adhere to institutional and program policies and procedures and to the requirements of affiliated training sites.

You will be required to attend UVA Medical Center Orientation and EMR training.

Your Stipend and Benefits will start on the first day of the Orientation (or EMR training) you attend.

You cannot be cleared for work until all required elements of onboarding have been completed.

\_\_\_\_\_ **MY INITIALS INDICATE THAT I HAVE READ THIS CONTRACT AND UNDERSTAND MY RESPONSIBILITIES AS A GME TRAINEE.**

Trainee Name \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Appointment Dates \_\_\_\_\_

Susan E. Kirk, MD  
Designated Institutional Official

DATE

**PLEASE MAKE A COPY OF ENTIRE DOCUMENT FOR YOUR RECORDS**