



# GME CONTRACT 2021-2022\*\*\*\*\* SAMPLE

This agreement is made between The University of Virginia Medical Center (UVAMC) and <<NAME>> (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 <<firstname>> <<lastname>>, <<credentials>> to the position of PGY<<pgy>> Resident in the <<program>> Program.
2. The duration of the appointment for this agreement shall be for a period <<startdate>> and ending on <<enddate>> unless terminated earlier pursuant to the terms of this Agreement.
3. The salary for this position will be not less than <<Compensation>>.

(Stipends for academic year 2020-21 will be reviewed and will be posted on the Graduate Medical Education Office's website in late spring of 2020.) Determination of PGY Stipend Levels is based on the Graduate Medical Education Committee's Policy on Stipend which can be found here: <https://med.virginia.edu/gme/institutional-policies/>

**This agreement is contingent on full compliance with the terms and conditions as stated in the Health System, Medical Center and Graduate Medical Education (GMEC) Policies 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 applicable medical licensing exams (USMLE, COMLEX or MCCQE), receipt of a Virginia Medical License (if applicable), honest and accurate completion of all required paperwork and training modules prior to Orientation.**

Renewal of your appointment is contingent upon recommendation of your Program Director and Clinical Competence Committee and approval of these recommendations by CSCC and the CSEC. Based on successful completion of all training requirements, this recommendation and approval process will continue annually for the duration of your residency or fellowship. Information regarding Medical Board Certification and eligibility requirements for 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.**

**MY SIGNATURE INDICATES THAT I HAVE READ THIS CONTRACT AND UNDERSTAND MY RESPONSIBILITIES AS A GME TRAINEE.**

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Designated Institutional Official

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

## **TERMS AND CONDITIONS**

**(as required by the ACGME Sponsoring Institutional Requirements IV.B)**

The Health System Policy Manual and the Graduate Medical Education website contain policies governing the operation of the Medical Center and your appointment as a Trainee. All GMEC 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](#) KnowledgeLink. (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.

**Clinical and Education Work Hours:** The GMEO requires all GME programs and their trainees to participate in the logging of clinical and education work 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 clinical and education work hours regulations. Additional details are found in GMEC Policy 10.

**Conditions for Reappointment and Policy for Non-Renewal:** The GMEC Policy on Renewal and Non-Renewal 04 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.

**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. <https://eocr.virginia.edu/procedures-employees-disabilities-request-workplace-accommodations>

**Disability Insurance:** Basic disability insurance is provided for all Trainees at no cost. The provider, UNUM, offers an additional voluntary employee paid option. The basic disability coverage provides 60% of your current salary, up to \$4,000 a month, plus a flat monthly payment of \$500 after a 90-day exclusionary period. The optional employee-paid Individual Disability Insurance provides an additional flat monthly benefit of \$500 to the basic plan, plus access to Student Loan Assistance and a Catastrophic rider. <https://hr.virginia.edu/benefits/disability-benefits>

**Faculty & Employee Assistance Program:** A free, confidential short term counseling and referral service for all UVA employees and their families. <https://uvafeap.com/>

**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.

Grievance and Due Process: The GMEC has established Policy 06 outlining both Grievance and Due Process as required by the ACGME.

Harassment and Discrimination: 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>. GMEC Policy 25: Learner Mistreatment can be found on the GMEO website.

Medical Insurance: Medical coverage will 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/>

**2021 Housestaff Monthly Premium Costs:**

OPTION	VALUE	CHOICE
EMPLOYEE	\$62.75	\$78.00
EMPLOYEE + ELIGIBLE* SPOUSE	\$63.00	\$91.50
EMPLOYEE + CHILD(REN)	\$63.00	\$89.25
FAMILY	\$64.50	\$101.50

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

NOTE: Trainees with J1 Visa sponsorship must select the CHOICE plan in order to be compliant with ECFMG coverage requirements.

**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.)**

Occupational Health Screening and Maintenance: 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. All GME Trainees must submit to required screening and must pass same in order to be eligible for employment. This policy can be obtained at: <https://www.medicalcenter.virginia.edu/occupational-health/health-system-policy-och-002-occupational-health-screening-and-maintenance>

Life Insurance: This is provided for all Trainees at no cost through The Standard Insurance Company, which provides coverage at 1 X salary up to \$100,000. Additional coverage is available for purchase.

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. There is a zero-tolerance policy for employee parking in any areas designated "patient use" at any time. Significant fines are levied.

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

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

Vacations, Parental, Sick and Other Leaves of Absence: As outlined in GMEC Policy 03, The GME Office recommends that graduate medical trainees be provided fifteen business days of vacation time (unless otherwise specified by their Program Director). 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. Additionally Trainees are afforded at least 6 weeks of Paid Parental Leave which can be taken once in a 12-month period. . The complete policy, including the effect that leave taken has on a Trainee's ability to satisfy requirements for program completion and Board eligibility, is available on the GMEO website. We follow all federal and state mandated leave laws.

**By signing this contract you acknowledge having read the aforementioned and agree to the following:**

### **STATEMENT OF TRAINEE RESPONSIBILITIES**

Trainees agree to demonstrate an understanding and acceptance of their personal and professional 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 clinical and educational work hours, patient outcomes and clinical experience data.**
- **Compliance with Escalation of Care requirements as specified in GMEC Policy 12: Supervision of GME Trainees.**

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.**

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