

UNIVERSITY OF UTAH HEALTH TRAINEE AGREEMENT 2021-2022

This agreement between the UNIVERSITY OF UTAH HEALTH ("University"), and _____ ("Trainee"), is entered into for one year beginning and _____ ending _____.

The term "Affiliated Hospitals," as used herein, refers to hospitals providing medical services to members of the public during the course of an approved medical or other professional health care clinical training program, and which have affiliation agreements with the University to provide that training. These hospitals are collectively represented by the Graduate Medical Education Committee (GMEC) located at the University. The term "Hospital," as used herein, refers to the specific affiliated hospital where the Trainee is on rotation at a given time. Each Hospital is a separate entity and cannot bind any of the others through its actions.

The University agrees to appoint the Trainee⁽¹⁾, and the Trainee accepts appointment, as a trainee under the following terms and conditions:

1. Training Program: _____

2. Stipend Level⁽²⁾: _____ Stipend Amount: _____ per annum⁽³⁾

3. At all times during the term hereof the Trainee shall remain an employee of the University. The University will monitor the provision to the Trainee, pursuant to that Hospital's affiliation agreement with the University, of each of the following by the Hospital where the Trainee is receiving training:

a. Living Quarters: The Hospital will provide suitable on call quarters.

b. Liability Insurance: The Hospital will provide insurance or other indemnity for any liability of the Trainee and the Hospital while acting in the performance of their duties or in the course and scope of their assignment provided that Trainee shall: (i) comply with Hospital risk management requirements; (ii) participate in Hospital risk management training upon request; (iii) cooperate with all Hospital quality assurance processes as required by Hospital policy; and (iv) in the event of any claim against Trainee, fully cooperate with Hospital in connection with any such claim or legal process. Claims made after the Trainee's termination of training at the Hospital will be covered if based on acts or omissions of the Trainee within the course and scope of their assignments during training. Insurance or other indemnity coverage will be provided for the Trainee on rotations outside an Affiliated Hospital, but within the state of Utah, provided such rotation has been duly approved in writing upon such terms as may be determined by the GMEC. It is understood that a Trainee who participates in a rotation outside of the state of Utah, except as provided for in University of Utah Health Trainee Policies and Procedures, is not covered by liability insurance or other indemnity, and such participation will not be approved by the GMEC for any purpose unless arrangements, in writing, satisfactory to the GMEC, are made in advance by the Trainee for liability insurance or indemnity coverage during the out-of-state rotation.

c. Meal Money: The Hospital will provide meal money to Trainees in ACGME-accredited programs as described in policy GME 9.2 of the University of Utah Health Trainee Policies and Procedures Manual.

(1) The term Trainee includes Interns, Residents, and Fellows.

(2) The stipend may be paid from different sources (e.g., research grants, payroll, etc.) but, in no event, will the total stipend exceed the amount listed herein. May differ from "Training Level in Program" if credit has been given for previous training.

(3) This reflects the annual stipend for a 52-week period. Level 1 Trainees receive slightly more than shown as they begin one week before other Trainees. They will be paid for 53 weeks.

- d. A suitable environment will be provided for educational experience and training in the areas of the above-named training program.
- e. The educational and training program will meet current standards of the Accreditation Council for Graduate Medical Education Institutional, Common, and Specialty-specific requirements, found on the website www.acgme.org.
- f. ABMS specialty board requirements vary by specialty. The Program Director or other program personnel will provide information, or assist in obtaining information, related to eligibility for specialty board examinations upon request.
- g. The program will provide each Trainee with a copy of the Standards of Performance policy, specific to the training program, which will describe conditions for reappointment and promotion to a subsequent PGY level.
- h. Trainee work hours and on-call schedules vary by program. The program will provide each Trainee with a written or electronic copy of the program specific Clinical and Educational Work Hour policy when one exists, or a written or electronic copy of the GME Clinical and Educational Work Hour policy 10.1. Program specific work hour policies must comply with the ACGME Common Program Requirements regarding clinical and educational work hours and with the University institutional policy regarding Trainee work hours in the learning and working environment (see University of Utah Health Trainee Policies and Procedures GME 10.1).
- i. Moonlighting activities may be inconsistent with sufficient time for rest and restoration to promote the Trainee's educational experience and safe patient care when they exceed the weekly limit on Trainee work hours. Therefore, moonlighting is not required, and must be closely monitored. Moonlighting hours will count toward a Trainee's 80-hour weekly work hour limit. Moonlighting policies may vary by program. The program will provide each Trainee with a written or electronic copy of the program specific moonlighting policy when one exists, or a written or electronic copy of the GME Moonlighting policy 6.4. Program specific moonlighting policies must comply with the ACGME Institutional and Common Program Requirements regarding moonlighting, and with the University institutional policy regarding moonlighting in the learning and working environment (see University of Utah Health Trainee Policies and Procedures GME 6.4). Any Trainee who moonlights at a non-University of Utah Health Care facility is responsible for arranging liability coverage for any patient care responsibilities not directly part of their training program. Per law stipulated by the Department of State and the Educational Commission for Foreign Medical Graduates (ECFMG), J-1 clinical visa holders are not permitted to moonlight.
- j. An Affiliated Hospital may refuse any individual Trainee's participation in training at that Hospital. This could result in termination of the Trainee's training prior to the end of an agreement year. If a Hospital excludes the Trainee or refuses a Trainee's participation, the GMEC may, in its discretion, terminate the Trainee's training and this agreement, or may attempt to find an alternate site that meets training program requirements.
- k. The Hospital will comply with OSHA and CDC recommendations, which assume that every direct contact with a patient's blood, and other body substances, is infectious and requires the use of protective equipment to prevent parenteral, mucous membrane, and non-intact skin exposures to the health care provider.
- l. Three scrubs credits will be programmed on the Trainee's badge for withdrawal at the Hospital Scrub-X machines. The Trainee is responsible for the replacement fees if all three sets are not returned at the end of their GME trainee employment as described in the University of Utah Health Trainee Policies and Procedures Manual.

4. The University, through its central payroll function, will see that the following are provided to each Trainee:

- a. Health Insurance(5): The Trainee and their spouse/partner and children are eligible for enrollment in the University medical health insurance plans.
- b. Long-Term Disability Insurance: The Trainee is eligible to participate in the University Trainee Long-Term Disability Plan, written for physicians, which includes an own-occupation clause.
- c. Life Insurance(5): The Trainee is eligible to participate in the University Term Life Insurance Program.
- d. Dental Insurance(5): The Trainee is eligible to participate in the University Dental Plan.
- e. Certificate: The Trainee will be provided with an appropriate certificate upon satisfactory completion of the education and training program.
- f. Paid Vacation Leave: The Trainee shall receive three weeks (15 working days) of paid annual vacation, and one week (5 working days) of paid annual personal/professional development time which must be scheduled with the approval of the Program Director. Both vacation and personal/professional development time is non-accruing.
- g. Family Medical Leave Act (FMLA)/Department Leave of Absence (DLOA) Time: The Leave for Trainee Policy for Trainees at the University meets the requirements of the Family and Medical Leave Act of 1993, as may be amended, allowing up to twelve weeks of leave per year for eligible employees. Trainees may acquire approval of a DLOA when ineligible for an official FMLA. Trainees may be paid for up to seven weeks of approved FMLA/DLOA time on a rolling calendar year. DLOA must be approved by the Office of Graduate Medical Education, and the Program Director. Approval by the Program Director will depend upon their assessment of the training requirements of the Program and the Trainee's training progress and needs. Each U.S. Medical Specialty Board has minimum time requirements in residency training for Board eligibility. Trainees may need to make up time for used FMLA/DLOA Leave, or vacation leave in order to meet Board eligibility requirements. Programs may have a written program specific Leave policy to which the Trainee may refer. Trainees may also refer to the GME Leave for Trainees Policy 4.1. Any make-up time required for Board eligibility will be paid with benefits. Timely notice of the effect of leave(s) on the ability to satisfy board requirements or program completion will be provided by the program at the time a leave is approved.
- h. Trainees are eligible for the services of the University Employee Assistance Program and the GME Wellness Office, which provide counseling, crisis intervention, and substance abuse treatment assistance to Trainees and their family members, as described in the University of Utah Health Trainee Policies and Procedures Manual.
- i. Utah Medical Association (UMA) membership: Trainees will be provided an annual UMA membership at no cost. Membership includes free financial services.

(5) Premium costs for the benefits listed in Paragraph 4a, 4b, 4c, and 4d are shared by the Hospitals and Trainee for those Trainees who are processed through the University of Utah payroll. Trainees on other funding sources, external organization funding including grants may pay the full cost. The disability insurance premium (4b) is paid in full by the University.

5. The Trainee agrees to:

- a. Perform satisfactorily and to the best of their ability the customary duties and obligations of the above-named training program, as established by the program and University Standards of Performance and be evaluated on a regular basis.
- b. Abide by the policies, procedures, Medical Staff bylaws, risk management programs, rules, and regulations at each Hospital.
- c. Comply with the Medical Records Policies at each Hospital.
- d. Comply with the work hours requirements of the Hospital and the program.
- e. Refrain from accepting fees from any patient for services rendered at the Hospital.
- f. Abide by the ethical obligations of the profession as established by the American Medical Association Code of Ethics (available on the AMA web site at www.ama-assn.org).
- g. Comply with the University Health credentials verification procedure. No Trainee will be hired, begin a training program, or receive any other benefits under this agreement without having met the following requirements:
 - (1) Provide documentation of identity and right to work.
 - (2) Comply with University of Utah Health Trainee Policies and Procedures Manual GME 15.1 regarding all trainees in clinical programs who require visa sponsorship.
 - (3) Comply with the immunization policy, tuberculosis prevention and control policy, and blood borne pathogen training policy as outlined in the University of Utah Health Trainee Policies and Procedures Manual GME 1.2 and 1.5.
 - (4) Provide documentation of passing scores on USMLE Parts 1 and 2, OR COMLEX Level 1 and 2, OR equivalent LMCC exams, for Level 1 Trainees; documentation of passing scores on USMLE Parts 1, 2, and 3 OR COMLEX Level 1, 2 and 3, OR equivalent LMCC exams, for Level 2 and above Trainees.
 - (5) Complete and return to the Office of Graduate Medical Education, all requirements included in the onboarding package, by all provided deadlines. No Trainee may be hired or begin a training program until all previous medical education, training, and employment have been verified by the primary source.
 - (6) Pass to the satisfaction of the GMEC, a criminal background investigation as outlined in the University of Utah Health Trainee Policies and Procedures Manual, Policy GME 1.6.
 - (7) Comply with the University Drug Testing policy as outlined in the University of Utah Health Trainee Policies and Procedures Manual, Policy GME 1.7, and pass any pre-employment drug screen required by any Hospital.
 - (8) Trainees participating in "Included Programs" as outlined in Policy GME 1.4 ALS/PALS are required to maintain ALS and/or PALS certification(s).

(9) Maintain a current and valid Utah medical license (if applicable), Utah controlled substance license (if applicable), NPI number, Federal DEA registration number (if applicable), and registration as an ordering and referring provider with Utah Medicaid and Utah Medicare, in compliance with the University of Utah Hospital Trainee Medical License Policy, GME 1.3. Utah law requires 12 months of accredited residency training before licensure; therefore, the Trainee must be eligible and follow the provided instructions to complete the Utah medical license application, Utah controlled substance license application (as applicable), and the Utah Medicaid and Medicare PECOS applications (if applicable) by the given deadlines. Any Trainee failing to comply with the licensing, DEA registration, NPI requirements, and Medicaid and Medicare requirements herein may be suspended without pay by the Program Director or the Director of Graduate Medical Education until properly licensed. Trainees who do not comply with the licensure requirements due to failure of any USMLE or other licensing examination may be removed from the training program as outlined in the Trainee licensure policy cited above. A physician who receives a Utah medical license during the second year of training, but does not complete the second year of training, will surrender or have revoked the Utah medical license (Utah Medical Practice Act 58-67-302 (1)(e)(ii)(C)). A surrendered Utah Medical license automatically disqualifies the provider to have their Federal DEA and be enrolled with Medicare and Utah Medicaid.

h. Comply with the Hospital's Compliance requirements which include (1) maintaining current ALS, and/or PALS certification as required by GMEC and/or program specific policy and providing the GME Office with copies of certification card(s), (2) complying with University's annual flu shot requirements, (3) maintaining annual online LMS and HIPAA training modules as required, and (4) maintaining current licensure status by renewing all licenses before expiration dates and providing copies of current licenses to the GME Office (as stated in "g(9)" above).

i. Update the Campus Information System (CIS) and notify programs and the GME Office of changes in name, addresses, telephone numbers, and email addresses.

6. Terms and termination:

a. The term of this agreement is for one year unless expressly provided otherwise herein. If the Trainee is unable to start their training program within 30 days of the above contracted start date, the University may void their contract.

b. This agreement does not establish any right or expectancy of an appointment for any subsequent residency/fellowship year regardless of the number of years generally associated with a particular training program.

c. Any agreements or representations to the contrary are not valid unless reduced in writing and incorporated as a specific amendment to this agreement.

d. Violations may result in termination of this agreement and termination of employment. Violations are considered to be, but not limited to, unsatisfactory performance as determined by the relevant training program, violations of program, program specific, Graduate Medical Education, School of Medicine, University of Utah Health, or University of Utah policies and procedures, or other violations of this agreement.

7. Failure to abide by the terms outlined in this agreement, or failure to complete the full term of this agreement as stated on page 1 of this document, may result in no credit granted for the training completed, no issuing of a Certificate of Completion by the institution, and no letters of recommendation offered by the training program.

8. Due Process: Non-renewals of agreements and other disputes are governed by the GME

"Academic Action and Dispute Resolution" policy found in the University of Utah Health Trainee Policies and Procedures Manual, Policy 12.1.

9. It is the policy of the University to maintain an academic and work environment free of illegal discrimination, which includes sexual harassment for students, faculty, staff, and participants, as outlined in the University of Utah Policies and Procedures Manual (University of Utah Regulations Library). Illegal discrimination and sexual harassment subvert the educational, research, service, and scholarly mission of the University and threaten the careers, educational experience, and well being of students, faculty, and staff, and will not be tolerated at the University. In the event that issues related to discrimination or sexual harassment occur, University employees may pursue their concerns through the process outlined in the University of Utah Regulations Library or through the Office of Equal Employment and Affirmative Action.

10. This agreement incorporates within it applicable policies and procedures from the following:

a. University of Utah Regulations Library at www.regulations.utah.edu/ (includes University, University Hospital, and University of Utah School of Medicine policies)

b. University of Utah Health Trainee Policies and Procedures at <https://medicine.utah.edu/gme/policies.php>
This agreement shall be construed in accordance with the laws of the State of Utah. Training programs and trainees will follow GME institutional policies, except where superseded by ACGME specialty-specific policies, or when further clarification of existing GME institutional policy is required.

11. Any changes, updates, or additions, and all other policies and procedures of the University of Utah, University of Utah Hospital, and University Hospital Trainee will be posted to the electronic manual web site located on the internet at www.regulations.utah.edu and <http://medicine.utah.edu/gme> respectively, and any changes or updates will be incorporated and effective as of the date of the change or update.

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

*Jane Smith Doe
Trainee*

*Jason Smith, M.D.
Program Director*

*Sharee Bracken
GME Director*

*Original Agreement to be maintained in the Office of Graduate Medical Education
cc: Trainee, Program*

Revised 11/30/2020