

**RESIDENT/FELLOW (R/F) AGREEMENT OF APPOINTMENT/CONTRACT
COVER SHEET**

Date of Agreement: March 22, 2023

R/F Name: _____

Employer Name: _____

R/F Phone: _____

Employer FEIN: _____

R/F Email: _____

GL Hospital Number: _____

Address of Employer:

Address of Resident/Fellow:

Program-Year: _____
Academic Year for this 1 year contract.

Start Date: _____
PGY1: Orientation day 1

End Date: _____
Typically June 30.

ACGME Sponsoring Institution Name: _____

ACGME Program Name: _____

Program Specialty: _____

Primary Training Hospital: _____ **State(s) of Licensure:** _____

Base Stipend: \$ _____

Educational Stipend: \$ _____

Reimbursable Expenses: _____

REQUIRED APPROVALS:

(See Section 12 of the Standard Terms and Conditions)

Resident/Fellow: _____

Program Director: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

AUTHORIZED SIGNATORY:

Printed Name & Title: _____

Employer: _____

The Resident/Fellow Agreement of Appointment/Contract Standard Terms and Conditions follows this cover sheet.

RESIDENT/FELLOW AGREEMENT OF APPOINTMENT/CONTRACT STANDARD TERMS AND CONDITIONS

THIS RESIDENT/FELLOW AGREEMENT OF APPOINTMENT/CONTRACT AGREEMENT (the “Agreement”) is entered into by and between _____ (the “Employer”) and _____ (the “Resident/Fellow”). The capitalized Terms in the Resident/Fellow Agreement of Appointment standard terms and conditions not otherwise defined shall have the definition of such terms as set forth in subsequent attachments. In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals.

The Employer hereby engages the Resident/Fellow as a program-year _____ trainee in the Accreditation Council for Graduate Medical Education (“ACGME”) Accredited _____ Program (the “Program”) under the ultimate authority and oversight of the ACGME-Accredited Sponsoring Institution, _____ (the “Sponsoring Institution”). Employer supports the Sponsoring Institution and Program in compliance with ACGME institutional, common, specialty-/subspecialty requirements, and under the laws of the state in which Employer is located. Employer accepts the responsibility of fostering an appropriate learning environment that supports the clinical and educational missions of the Program. Resident/Fellow agrees to devote full time and attention and hereby accepts and agrees to such Appointment as a Resident/Fellow in the Program pursuant to all of the terms and conditions of this Agreement.

2. Term.

The Term of this Agreement shall commence on or within forty-five days of _____ (the “Start Date”) and shall continue in full force and effect thereafter for one year (the “Term of the Agreement” or “Term”). The Resident/Fellow acknowledges that this Agreement is subject to the bylaws, policies and procedures of the Employer’s Medical/Professional Staff and is contingent upon:

- (a) Successful completion of the Employer’s onboarding process and appointment by the Start Date of this Agreement;
- (b) Fulfillment of the medical licensure requirements for the state in which the Resident/Fellow will train (for example, a Physician-in-training License, Limited License, Postgraduate Training Permit, Resident Permit, Temporary License, Postgraduate Training License, Graduate Medical Trainee License, License Exemption, Educational Permit, of whatever specific requirement the state in which the Resident/Fellow will train may require); and
- (c) Compliance with the Resident/Fellow Recruitment, Selection, and Appointment Policy (Provided in the Institutional Resident/Fellow Handbook).

3. Duties and Covenants of Resident/Fellow.

Resident/Fellow shall be responsible for the following requirements as set forth in the Sponsoring Institution and Program Policies, Protocols, and the requirements established by each and every clinical rotation and/or specialty to which the Resident/Fellow will be assigned within the scope of the Program. The Resident/Fellow's duties shall include, but not be limited to, the following:

(a) Providing patient care, under appropriate supervision, as assigned by the training Program Director or his/her designee, consistent with the educational goals of the program and the highest standards of patient care ("patient care" includes responsibility for associated documentation in the medical record, which should be completed in a timely fashion, and attendance at and participation in patient care rounds as assigned);

(b) Making appropriate use of the available supervisory and support systems, seeking advice and input from the attending staff physician/s when and as appropriate, and in accordance with the Resident/Fellow Supervision and Accountability Policy (provided in the Institutional and Program Resident/Fellow Handbook(s));

(c) Abiding by the Institutional and Program Resident/Fellow Clinical Education and Work Hour Policies (provided in the Institutional and Program Resident/Fellow Handbook(s)) which includes accurately reporting hours worked;

(d) Abiding by the Institutional and Program Resident/Fellow Moonlighting Policies (provided in the Institutional and Program Resident/Fellow Handbook(s)) which prohibits moonlighting activities for residents in their first year of post-graduate training and mandates that to engage in moonlighting activities all Residents/Fellows must formally request and obtain Moonlighting approval from the Program;

(e) Participating fully in the Program's educational activities as required by the ACGME, the Program's Review Committee (the "RC"), the Sponsoring Institution, and the Program, including attendance at didactic conferences and other responsibilities such as the completion of scholarly activities, successful completion and passing of examinations, maintenance of procedure logs, or other such required activities;

(f) Complying with Employer's policies and procedures, including but not limited to adherence to the guidelines established in the employee handbook, participation in quality assurance, process improvement, and patient safety programs including the appropriate use of the Event Reporting System and the promotion of a Culture of Safety, and timely and accurate medical record documentation. The Resident/Fellow also will comply with the Employer's Medical Staff Bylaws, Rules and Regulations;

(g) Developing a personal program of learning to foster continued professional growth, with guidance from the teaching staff;

(h) Participating in, as called upon, teaching more junior trainees and medical students, within the scope of the training program and in accordance with the guidance of the Program Director and other members of the Program's Teaching Faculty;

(i) Participating in improving the quality of graduate medical education by submitting confidential written evaluations of the faculty, the Program, and the overall educational experience as requested; and by completing ACGME, Sponsoring Institution, and Program surveys (which will be kept confidential and/or anonymized as indicated on each survey), as requested;

(j) Participating in Sponsoring Institution and Program activities, councils, committees, forums and other medical staff activities, as appropriate; and

(k) Promoting a Culture of Safety by exhibiting professional and ethical behavior at all times, by adhering to appropriate standards of medical error, adverse event, near-miss, or disruptive behavior reporting through the use of the Event Reporting System, by performing duties in a responsible fashion by asking for help whenever it is needed, and by the compassionate and empathic treatment of others.

4. Responsibilities of the Employer.

The Employer will:

(a) Maintain a clinical workplace that supports the Program as it meets and strives to exceed the standards of the ACGME as well as the other responsibilities as described in the Institutional and Program Resident/Fellow Handbook(s);

(b) Provide reasonable accommodations to Residents/Fellows with disabilities, as set forth in Employer's Human Resources Policy A.2, "Employee Recruiting and Retention," Section 7.0 and in compliance with the Americans with Disabilities Act ("ADA"), ACGME requirements, and all other applicable state and local laws;

(c) Provide a suitable academic environment for clinical and educational experiences in the Resident's/Fellow's specialty or subspecialty area;

(d) Provide Resident/Fellow with Physician Well-Being Resources as required by the ACGME and the Sponsoring Institution;

(e) Provide Resident/Fellow timely notice of the effect of leave(s) of absences on the ability of the Resident/Fellow to satisfy requirements for Program completion in concordance with guidance of the Program Director and Program Leadership;

(f) Provide Resident/Fellow with grievance mechanisms that grant reasonable due process rights; and

(g) Provide Resident/Fellow information relating to the eligibility of certification examination(s) by the relevant certifying board(s).

5. Compensation and Benefits.

During the Term of this Agreement, Employer shall pay to the Resident/Fellow a Base Stipend, as described in the attached cover sheet, which shall be payable in accordance with Employer's normal payroll policies, subject to withholding of taxes, FICA, Medicare contribution, etc. In addition, Resident/Fellow shall receive employee benefits in accordance with the applicable Hospital policies and benefit programs, which are subject to amendment with or without notice, at Employer's sole discretion. The attached Resident/Fellow benefits summary provides details pertaining to other stipends and benefits including but not limited to:

- (a) Health insurance for Residents/Fellows and their eligible dependents
- (b) Disability insurance for Residents/Fellows
- (c) Life Insurance/Accidental Death and Dismemberment
- (d) Worker's Compensation Insurance

The Program will provide specific information regarding Paid Vacation, Sick Leave, and other Leave(s) of Absence for Residents/Fellows, including medical, parental, and caregiver leave(s) of absence, compliant with the standards of ACGME and applicable laws. The Sponsoring Institution's Vacation and Leave(s) of Absence for Residents/Fellows Policy is provided in the Institutional Resident/Fellow Handbook.

6. Liability Insurance.

Employer shall procure and maintain professional malpractice liability insurance in the minimum amount of \$1,000,000 per occurrence/\$3,000,000 in the aggregate or an amount necessary to meet specific state requirements, covering Resident/Fellow for professional medical services provided pursuant to this Agreement. Employer shall be a named insured on such policy. Resident/Fellow acknowledges Employer-procured professional malpractice liability insurance does not cover Resident/Fellow Moonlighting activity. If a Resident/Fellow is approved by the Program Director to engage in Moonlighting, the Resident/Fellow shall maintain, at

Resident/Fellow's sole responsibility, professional malpractice liability insurance for such activities.

7. Termination.

This Agreement may be terminated immediately by Employer upon the occurrence of any of the following events:

- (a) The loss, suspension (whether temporary or permanent) or probation of Resident/Fellow's training license or medical license;
- (b) The Resident/Fellow's dismissal from the Program;
- (c) The Resident/Fellow's death or permanent disability (as defined in accordance with Employer's disability policy);
- (d) The cessation of operations of the Hospital;
- (e) The bankruptcy, insolvency, or receivership of Employer;
- (f) The Resident/Fellow's breach of any representation or warranty set forth in Section 3;
- (g) the Employer's determination that Resident/Fellow's continued employment would pose an unreasonable risk of harm to patients, other employees, or others or would adversely affect the confidence of the public in the services provided by Employer or Hospital;
- (h) Upon Resident/Fellow's failure to pass any drug test;
- (i) Conduct by the Resident/Fellow that is reasonably considered by the Employer to be gross insubordination, gross dereliction of duty, unethical, unprofessional, fraudulent, unlawful, or adverse to the interest, reputation or business of the Employer or Hospital;
- (j) Resident/Fellow's conviction of a felony; or
- (k) Notice that Resident/Fellow has been suspended, excluded, or debarred from any federal government payer program.

8. Conditions for Reappointment and Promotion to a Subsequent PGY-Level.

The Term of Agreement expires at the end of the period defined above, unless sooner terminated. The Appointment may be renewed in compliance with the Resident/Fellow's Promotion, Non-Renewal, and Dismissal Policy (provided in the Institutional Resident/Fellow Handbook). In instances where the Appointment will not be renewed (other than by mutual

agreement or program completion) or the Program Director determined Resident/Fellow should not be promoted to the next level of training, the Resident/Fellow:

(a) Will be given written notice no later than 90-days prior to the Agreement End Date listed on the **attached** Cover Sheet, unless the primary reason(s) for and/or the decision to not renew or promote occurs within the last 90-days of the Term, in which case the Resident/Fellow will be provided with as much advance written notice of the intent to not renew or promote as the circumstances will reasonably allow; and

(b) May request reconsideration in accordance with the Due Process and Grievance policy (provided in the Institutional Resident/Fellow Handbook).

9. Confidential Information.

During the Term of this Agreement, Resident/Fellow may have access to confidential information, consisting of business accounts, confidential financial information, clinical protocols developed by Employer or Hospital, and other records of Employer or Hospital (some of which may be developed in part by Resident/Fellow under this Agreement), which items are owned exclusively by Employer or Hospital, as the case may be, and used in the operation of their businesses (the "Confidential Information"). During the Term of this Agreement, Resident/Fellow agrees:

(a) To not use or further disclose patient information other than as permitted or required by this Agreement and by applicable federal and state laws;

(b) To use appropriate safeguards to prevent the use or disclosure of information other than as provided for in this Agreement; and

(c) That upon termination of this Agreement, Resident/Fellow will return all patient information received from Employer in any form and retain no copies of such information.

10. Notices.

Any notice or other communication required or permitted by this Agreement shall be in writing and shall be effective upon hand delivery, deposit with a reputable overnight courier such as Federal Express for overnight delivery, or deposit with certified mail, postage prepaid, return receipt requested, and addressed as to Employer at Employer's address with a copy to Employer's Legal Counsel at Attn: Legal Department, 4000 Meridian Blvd., Franklin, TN 37067, or to Resident/Fellow at Resident/Fellow's last known address while employed by Employer.

11. Miscellaneous.

This Agreement shall be governed by and interpreted under the laws of the state in which Employer is located. Venue for any action concerning this Agreement between the parties hereto shall be in the county in which the Employer is located. In the event that such action is brought in or removed to a federal court and no federal court of competent jurisdiction is located within such county, venue for such action shall lie in the nearest county in which a federal court of competent jurisdiction is located. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no amendment, alteration or modification of this Agreement shall be valid unless in each instance such amendment, alteration or modification is expressed in a written instrument duly executed in the name of the party or parties making such amendment, alteration or modification. The headings set forth herein are for the purpose of convenient reference only, and shall have no bearing whatsoever on the interpretation of this Agreement. Any waiver of any provision hereof shall not be effective unless expressly made in writing executed by the party to be charged. The failure of any party to insist on performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.

The parties to this Agreement certify they shall not violate the Anti-Kickback Statute and/or the Stark Law with respect to the performance of the Agreement. Each party to this Agreement is subject to and required to abide by its Code of Conduct and other compliance policies including Stark and Anti-Kickback Statute policies. A copy of relevant policies may be made available to the other party upon request.

12. Required Approvals.

Neither this Agreement, nor any amendment hereto shall be of force or effect unless having been first electronically reviewed and approved by CHSPSC, LLC, Hospital's Management Company, and by Hospital's In-House Legal Counsel.

ATTACHED HEREIN ARE THE FOLLOWING PREVIOUSLY REFERENCED DOCUMENTS:

- Federal Fair Credit Reporting Act Disclosure and Authorization
- Consumer Reports & Drug Test Disclosure and Authorization
- Resident/Fellow Benefits Summary

FEDERAL FAIR CREDIT REPORTING ACT DISCLOSURE AND AUTHORIZATION

I understand and I authorize the Employer (which includes any persons and entities associated with it) to conduct a background investigation related to my application and/or employment which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigation may also include obtaining information about me, such as my employment(s), personal history, character, general reputation, employment references, criminal, licensure/certification, credit and driving histories.

In connection with this investigation I authorize, without reservation, the Employer to obtain information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release it, without reservation.

This Authorization, in original, electronic or copy form, shall be valid for this and any future investigation(s) related to this application and/or employment.

I am aware that if I am denied employment based on a report by a consumer-reporting agency, I will be furnished the name and address of such agency upon my written request.

Signature

Date

Resident/Fellow First, Middle, Last Name **(As Issued On Social Security Card)**

Social Security Number

Date of Birth

Driver's License # & State Issued

Street Address

City, State, Zip

Telephone Number

CONSUMER REPORTS & DRUG TEST DISCLOSURE AND AUTHORIZATION

I authorize the Employer (which includes associated persons and entities) to procure consumer reports and/or investigative consumer reports about me. I understand such reports may include information such as my character, employment references, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure and/or certification.

I authorize all persons and entities, including any government entities, to supply the Employer with any information that is requested and I release all persons and entities from all liability whatsoever related to the information or its furnishing. I also agree to execute any additional consent that any persons and entities may require in order to release the information.

THIS IS A DRUG FREE WORKPLACE. I MUST PASS A PRE-EMPLOYMENT DRUG TEST. I STILL CHOOSE TO APPLY FOR EMPLOYMENT.

Resident/Fellow Signature

Date

Attachment A: Dermatology Resident/Fellow Benefits Summary

Current Annual Salaries

- PGY2 – \$61,500
- PGY3 – \$64,000
- PGY4 – \$67,000

Educational Stipend

- \$1,200 towards reimbursement for books, online curriculum, conference registration and travel, and other types of educational activities approved by the Program Director.

Reimbursable Expenses

- Texas Medical Association (TMA) Membership
- Texas Medical Board Physician-In-Training License
- First attempt of USMLE Step III or COMLEX III exam if taken on or after the first day of Orientation

Other Benefits, Available First Day of Orientation

- Term Life Insurance
- 2 Embroidered White Coats
- Employee Assistance Program
- Worker's Compensation Insurance
- ACLS/BLS certifications and renewals
- Medical Malpractice/Liability Insurance (with "tail coverage")
- Disability/Accidental Death and Dismemberment (AD&D) Insurance
- Registration for the American Board of Dermatology In-Training Exam
- Health, Dental, Vision, and Insurance Options for residents and their eligible dependents

Vacation, Sick Leave & Other Paid Leaves

- 4 Weeks Paid Vacation, available the first day of Orientation
- Up to 2 weeks Sick Leave, available the first day of Orientation
- Up to 6 weeks of One-Time Medical Caregiver, or Parental Leave, available the first day of Orientation and up to 1 additional week of Paid Vacation upon Program Director Approval

Attachment A: ONMM Resident/Fellow Benefits Summary

Current Annual Salaries

- PGY1 – \$59,000
- PGY2 – \$61,500
- PGY3 – \$64,000

Educational Stipend

- \$1,200 towards reimbursement for books, online curriculum, conference registration and travel, and other types of educational activities approved by the Program Director.

Reimbursable Expenses

- Texas Medical Association (TMA) Membership
- Texas Medical Board Physician-In-Training License
- First attempt of USMLE Step III or COMLEX III exam if taken on or after the first day of Orientation
- Registration, travel, and lodging for the In-Training Exam at the American Academy of Osteopathy Annual Convocation

Other Benefits, Available First Day of Orientation

- Term Life Insurance
- 2 Embroidered White Coats
- Employee Assistance Program
- Worker's Compensation Insurance
- ACLS/BLS certifications and renewals
- Disability/Accidental Death and Dismemberment (AD&D) Insurance
- Medical Malpractice/Liability Insurance (with "tail coverage")
- Health, Dental, Vision, and Insurance Options for residents and their eligible dependents

Vacation, Sick Leave & Other Paid Leaves

- 4 Weeks Paid Vacation, available the first day of Orientation
- Up to 2 weeks Sick Leave, available the first day of Orientation
- Up to 6 weeks of One-Time Medical Caregiver, or Parental Leave, available the first day of Orientation and up to 1 additional week of Paid Vacation upon Program Director Approval

Resident/Fellow Initial Appointment Policy

Policy/Procedure Title	Resident/Fellow Initial Appointment	Manual Location		GME
Policy/Procedure #		Effective	7/1/2022	Page 1 of 5
Department Generating Policy	Graduate Medical Education			
Prepared By	R. Jason Thurman, MD	Title	DIO	
Dept / Committee Approval (If Applicable)	GMEC	Date	03/22/2022	
ACGME Standard	IV.B-C			

Purpose

To provide guidelines and processes for ensuring and monitoring ACGME- and National Residency Match Program (NRMP)-compliance by each Health Education Services, LLC (HES) sponsored and ACGME-accredited Program as it relates to Resident/Fellow recruitment, selection, and initial appointment.

Definitions

All current definitions are stored in the HES Glossary of Terms (HES Terms). HES Terms are consistent with the ACGME Glossary of Terms whenever possible.

Policy

Foundational to HES' mission is a goal of recruiting qualified Residents/Fellows and successfully retaining Program graduates so as to increase access to care in communities served. At minimum, achieving this goal requires adhering to the ACGME standards, NRMP terms of agreement, and NRMP Codes of Conduct during Resident/Fellow recruitment, selection, and initial appointment. As such, it is the policy of HES that each Program:

- Develop and maintain within New Innovations a Program-specific policy consistent with the principles set forth in this policy and according to its respective common and specialty-specific ACGME program requirements
- Utilize Electronic Residency Application Service (ERAS) for receiving Resident/Fellow applications from conventional Applicants
- Participate in and adhere to all policies and procedures of the NRMP for the initial appointment of conventional Candidates
- Train participating Faculty and Residents/Fellows on ACGME standards, NRMP Codes of Conduct, Unconscious Bias, Diversity, Equity, and Inclusion, and the Program's selection and rank process prior to participation
- Invite an Applicant to interview only when Applicant's merit and qualifications are congruent with standards as defined by the Program Resident/Fellow Initial Appointment Policy
- Maintain the status of each application in ERAS by routinely updating with, at minimum, the following status(es):
 - Selected to Interview: The application was reviewed and Applicant will receive an invitation to interview

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- Invited to Interview: The Candidate was invited to interview and the required documents were attached to the invitation
- Scheduled for Interview: The Candidate accepted invitation and will interview
- Interviewed: The Candidate interviewed
- Ranked: The Candidate was listed on the certified NRMP Rank Order List
- Will Start: The Candidate will start in our Program
- Utilize a confidential, standard process for assessing Applicants and Candidates reflective of the Program’s dedication to diversity, equity, and inclusion in medicine
- Define Resident/Fellow participation as a required Program activity or voluntary (strictly voluntary involvement on the part of the Resident/Fellow is strongly encouraged)
 - Residents/Fellows who are required to participate in recruitment activity(ies) must log these hours in New Innovations and the Program must ensure compliance with ACGME Work Hour Requirements
- Ensure Residents/Fellows who receive initial appointment to a Program are appropriately onboarded with required material retained in New Innovations

Responsibilities of the Program

- Each Program must review their Resident/Fellow Initial Appointment Policy at least annually and update New Innovations with a revised policy as needed and/or document the annual review has been performed with no changes recommended
- The Resident/Fellow Initial Appointment Policy must include:
 - Resident/Fellow qualifications for selection to interview that, at minimum, must include:
 - A list of documentation required before an Applicant’s application is considered eligible for selection to interview
 - Documented evidence each Candidate is or will be a graduate of:
 - an Liaison Committee on Medical Education (LCME) or American Osteopathic Association (AOA) accredited school in the U.S. or Canada, or
 - an international medical school who holds or will hold a currently-valid certificate from the ECFMG prior to the first day the Resident/Fellow is required to report, or
 - an international medical graduate who holds a full and unrestricted license to practice medicine in a U.S. licensing jurisdiction in his/her/their current ACGME specialty-/subspecialty program
 - Documented evidence the Candidate is or will meet minimum qualifications required by the Program’s Specialty- or subspecialty ACGME requirements
 - Documentation of any prior post-graduate training within or outside of the U.S.
 - A list of documentation that must be publically available for Resident/Fellow Candidates to access at all times between September 1 – March 31 each academic year that, at minimum, must include:
 - HES Resident/Fellow Appointment Contract
 - HES Resident/Fellow Initial Appointment Policy

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- HES GME Vacation and Leaves of Absence Policy for Residents/Fellows
 - A summary of benefits outlining stipends, benefits, professional liability coverage, health and disability insurances accessible to Residents/Fellows and eligible dependents
- A list of information that must be redistributed to Resident/Fellow Candidates once provided if any material change occurs prior to the NRMP Rank Order List Certification Deadline or the offering of a position through SOAP:
 - HES Resident/Fellow Appointment Contract
 - HES Resident/Fellow Initial Appointment Policy
 - Program Block Diagram
 - Program Leadership inclusive of Program Director, Associate/Assistant Program Director(s)
- Process for Resident/Fellow recruitment that outlines the general timing for:
 - Resident/Fellow and Faculty recruitment training
 - Application submission deadline
 - Application review protocol and notice of selection to interview
 - The number of interview spots and the general schedule for interviewing
 - Release of status to Applicants (interview, reject, waitlist) which may not be later than November 15
 - Rank meeting(s)
- Pre-employment requirements for Initial Appointment that, at minimum, must include:
 - Expected or required Program-specific academic, educational, or prior training credentials not otherwise mentioned
 - Pre-employment drug testing
 - Background check
 - Licensure status as required by the State in which the Program resides
 - Visa status(es) supported by the Program, if any
- Process for Resident/Fellow Initial Appointment Onboarding that must, at minimum, include:
 - Use of New Innovations for Initial Appointment Onboarding
 - Signing and returning the HES Resident/Fellow Appointment Contract within 5-business days
 - First day the Resident/Fellow is expected to report (e.g., Last Monday in June or July 1)
 - ACLS and BLS training and any other certifications (e.g., PALS) relevant to the Specialty and required by the Program should be provided by the Primary Clinical Site at no cost to the Resident/Fellow
- Process for Resident/Fellow Initial Appointment Onboarding following Transfer from a Prior Training Program which must, at minimum, include:
 - Use of New Innovations for Initial Appointment Onboarding
 - Verification of previous educational experiences and Resident/Fellow status in the program (good standing, etc.) signed by the previous program director
 - The number of months the Resident/Fellow completed in each educational experience required by the ACGME Specialty/subspecialty RC
 - The last completed Milestone report from ACGME ADS

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- If minimum volumes are required by the ACGME, a final report of case or procedure logs
- Proof of maintenance of ACLS and BLS certifications as well as any other certifications (e.g., PALS) relevant to the Specialty and required by the Program; if no is proof available, the Primary Clinical Site should provide this training at no cost to the Resident/Fellow
- Ensure all applications are reviewed holistically and selected for interview on the basis of preparedness, ability, aptitude, academic credentials, and expressed dedication to the specialty or subspecialty to which the Applicant applied
- Determine, enter, and certify the Candidate ranks into the NRMP prior to the deadline
- Maintaining ERAS and ensuring invitations to interview and the required documents are distributed (and documented as such)
- Retain digital records of the confidential Applicant assessment process for ten (10) years
- As part of the Annual Program Evaluation, assess the Program’s effectiveness to select for interview and rank a diverse group of qualified Residents/Fellows

Responsibilities of the Sponsoring Institution

- Maintain a Resident/Fellow Appointment Contract template which, at minimum, must contain or provide reference to:
 - Resident/Fellow responsibilities
 - Duration of appointment
 - Financial support for Resident/Fellow
 - Conditions for reappointment and promotion to a subsequent PGY-level
 - Grievance and Due Process
 - Professional liability insurance including a summary of pertinent information regarding coverage
 - Health insurance benefits for Residents/Fellows and their eligible dependents
 - Disability insurance for Residents/Fellows
 - Vacation and Leave(s) of Absence for Residents/Fellows, including medical, parental, and caregiver leave(s) of absence, in compliance with applicable laws
 - Timely notice of the effect of leave(s) of absence on the ability of Residents/Fellows to satisfy requirements for Program completion
 - Information related to eligibility for specialty board examinations
 - Institutional policies and procedures regarding Resident/Fellow clinical and educational work hours and moonlighting
- Provide Programs the HES Resident/Fellow Appointment Contract template and the institutional policies referenced within the contract or this policy
- Notify Program Directors and Program Coordinators of the PGY-specific minimum Resident/Fellow annual stipend amounts approved by HES’ administration for their region
- Notify Program Directors and Program Coordinators of any ACGME requirement or changes to the Institutional policy which would require Program-level policy revision
- Review the Program policy maintained in New Innovations at least annually to ensure ongoing ACGME-compliance and provide feedback to the Program when needed
- Ensure Program access to and utilization of NRMP and ERAS
- Offer education and training resources on ACGME standards, NRMP Codes of Conduct,

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Match Schedules and the enforcement of this policy to Program personnel with access to the NRMP Match and ERAS

- Offer educational and training resources to the Program Director which satisfy this policy’s annual training requirements for Faculty and Residents/Fellows
- Monitor Program recruitment, selection, and appointment processes to support Program innovation, efficiency, and adherence to the highest standards of professionalism
- Utilize Program assessment of diversity metrics within the Annual Program Evaluation to assess the Institution’s ability to support Programs in recruiting a diverse group of qualified Residents/Fellows, reporting assessment outcomes and any planned interventions to improve performance in the Annual Institutional Review and the Governing Body’s Executive Summary

Additional Resources

- ACGME Glossary of Terms
- ACGME Institutional Requirements
- ACGME Common Program Requirements
- HES Resident/Fellow Appointment Contract template
- HES Resident/Fellow Promotion, Appointment Renewal, Dismissal, & Due Process Policy
- HES Vacation and Leaves of Absence Policy for Residents/Fellows
- ERAS Policies and Procedures <https://www.aamc.org/services/eras-for-institutions/medical-schools/policies>
- ERAS Training and Support <https://www.aamc.org/services/eras-for-institutions/program-staff/training>
- ERAS Frequently Asked Questions <https://www.aamc.org/services/eras-for-institutions/program-staff/faq>
- NRMP Match Participation Agreements and Other Policies <https://www.nrmp.org/policies/>
- NRMP Codes of Conduct <https://www.nrmp.org/intro-to-the-match-the-match-agreement/match-codes-of-conduct/>
- NRMP Match Checklists (scroll to bottom of page) <https://www.nrmp.org/programs-institutions/>
- NRMP Help and Support <https://www.nrmp.org/help/>

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AUTHORIZED BY: GMEC

PREPARED BY: R. Jason Thurman MD, DIO

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AREAS AFFECTED: GME

Vacation and Leave(s) of Absence Policy

Policy/Procedure Title	Vacation and Leave(s) of Absence for Resident/Fellows	Manual Location		GME
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Department Generating Policy	Graduate Medical Education			
Prepared By	R. Jason Thurman, MD	Title	DIO	
Dept / Committee Approval (If Applicable)	GMEC	Date	02/22/2022	
ACGME Standard	IV.H, IV.B.3.a).(2)			

Purpose

To provide information on vacation and leave(s) of absence, including medical, parental, and caregiver leaves of absence.

Definitions

All current definitions are stored in the Health Education Services, LLC Glossary of Terms (HES Terms). HES Terms are consistent with the ACGME Glossary of Terms whenever possible.

Policy

All HES-sponsored Programs must adhere to all applicable ACGME accreditation requirements as expressed in the Institutional, Common and/or specialty-/subspecialty-specific Program requirements. In compliance with these standards reflected in this policy, HES as Sponsoring Institution will ensure that Resident/Fellows receive paid time off inclusive of vacation, sick, bereavement, jury duty and one-time medical, parental or caregiver leave and leave(s) of absence compliant with applicable laws. These allowances will be effective the day the Resident/Fellow is required to report.

Paid Vacation

Paid vacation is an employee fringe benefit that allows Resident/Fellows to be absent from work with pay. Resident/Fellows receive four weeks of paid vacation each academic year. No cash payment will be made in lieu of taking paid vacation.

Leaves of Absence

Under certain circumstances, HES-sponsored Programs may provide paid time off for sick, bereavement, jury duty, and one-time medical, parental or caregiver leave(s) of absence, compliant with applicable laws. These allowances will be effective the day the Resident/Fellow is required to report.

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Paid Sick Leave

Resident/Fellows receive discretionary paid sick leave up to two weeks which may be used in the event of a Resident/Fellow’s inability to work due to illness, injury, or family emergency involving immediate family members; spouse, unmarried dependent children to age 19 or 25 if full-time student, physically or mentally disabled child regardless of age if unmarried and primarily dependent upon employee for support, and step-children residing with employee; or to secure necessary treatment for medical conditions. Consideration will be given to other emergency situations on a case-by-case basis.

In accordance with standards of professionalism and team-based care, it is expected Resident/Fellows will not excessively use or abuse paid sick leave and will only use leave when absolutely necessary as outlined above. The Program Director may use discretion in approving paid sick leave and may request verification of the reason for the absence. To utilize paid sick leave, Resident/Fellows must verbally notify their Supervising Physician and Program Director as far in advance as possible, but no later than the beginning of the workday, whenever possible. If the Program has other call-in requirements, the Resident/Fellow is responsible for following the Program policy and protocols. To ensure absences are tracked in accordance with applicable laws, a medical certificate or other documentation in support of paid sick leave extending three or more consecutive work days, or more than three days intermittently in a two week period, may be required.

Residents/Fellows requiring more than two weeks of paid sick leave must seek approval for either the One-Time Medical, Parental, Caregiver Leave or, when eligible, Family and Medical Leave (FMLA). Depending on the terms of coverage, paid sick leave may be used to supplement short-term disability programs. Paid sick leave may not be used to supplement a Resident/Fellow’s workers’ compensation benefits, nor may paid sick leave be used during a Resident/Fellow’s voluntary separation notice period.

Bereavement

Resident/Fellows may be granted time off with pay for bereavement leave in the event of a death in the family. Resident/Fellows may be granted up to two weeks (14 days) off from work with pay in the event of the death of an immediate family member (parent, sibling, spouse, or dependent child). Bereavement leave for other losses or extension of bereavement leave may be granted at the discretion of the Program Director.

Jury Duty or Witness

The Resident/Fellow should notify the Program immediately when called for jury duty. The Resident/Fellow will receive their base wage or salary for the time served up to two weeks (14 days) or longer, if required by state law, if these days fall during the Resident’s/Fellow’s regular schedule. This includes time spent reporting for an interview or examination for jury duty, even if not chosen to serve. If a Resident/Fellow is dismissed prior to the end of a previously

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scheduled shift, the Resident/Fellow is not expected to report to work for the balance of the shift. Following the completion of service, the Resident/Fellow must provide a statement from the court clerk certifying the times and dates of actual jury service.

Approved One-Time Medical, Parental, Caregiver Leave

During a Resident/Fellow’s tenure in each unique ACGME-accredited Program to which they are appointed, the Resident/Fellow may be granted a paid, one-time medical, parental, or caregiver leave of up to six weeks (42 days) in duration. The one-time medical, parental or caregiver leave may be used in the event of a Resident/Fellow’s inability to work due to serious illness, injury, medical condition, or other qualifying reasons consistent with applicable laws. Resident/Fellows with a one-time paid medical, parental, or caregiver leave greater than six weeks may receive an additional week (7 days) or more time off with pay, granted at the discretion of the Program Director.

To ensure absences are tracked in accordance with applicable laws, medical certificate or other documentation in support of the leave extending three or more consecutive work days, or more than three days intermittently in a two week period may be required.

Leave of Absence Options

Under certain circumstances, HES-sponsored Programs provide options for leaves of absence compliant with applicable laws.

Family and Medical Leave Act (FMLA)

Unpaid leave under FMLA may be granted to Resident/Fellows who have completed at least one year of training and a minimum of 1,250 hours worked during the previous 12-month period. “Hours worked” excludes time paid but not “worked” such as paid vacation, personal or sick leave or unpaid leave. Leave may be taken for any of the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth
- Care for Resident/Fellow’s child following birth, adoption or foster care placement
- Care of a Resident/Fellow’s family member (spouse, step-child, child, or parent) with a serious health condition (as defined in the FMLA)
- A Resident/Fellow’s own serious health condition that makes the employee unable to perform the employee’s job
- Qualifying military exigency leave or military caregiver leave (as addressed below)

With the exception of “military caregiver leave” as defined below, FMLA will be granted for a period of up to 12 weeks or longer if required by state law, in any rolling 12-month period.

When applicable, the one-time paid medical, parental or caregiver leave may run concurrently with or consecutively to FMLA at the discretion of the Resident/Fellow. In the event that either option presents itself, it is recommended that the Resident/Fellow work with the Program

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Director and Human Resources (HR) to determine the option(s) that best serve the interest of the Resident/Fellow with the understanding that extended leave(s) may have an impact on the duration of the Resident/Fellow’s training.

Resident/Fellows will continue existing group health coverage and other insurances during FMLA. If in an unpaid status, the Resident/Fellow will be required to prepay or make timely payments for premiums for enrolled coverage. Resident/Fellows must pay any outstanding group medical plan premiums due before seeking to return to work. The HR Department can provide more information regarding insurance continuation, premiums due and pay, well as, required notice for requesting leave and protocols for returning from an approved FMLA leave.

Personal Leave of Absence

For other types of leave or those not eligible for FMLA, Resident/Fellows may request a personal leave of absence. Any personal leave granted is unpaid, but any applicable paid vacation and sick leave may be approved for use during personal leave. Resident/Fellows may generally continue existing group health coverage and other insurances on personal leave as long as the employee prepays or makes timely payments for any coverage. Resident/Fellows must pay any outstanding group medical plan premiums due before seeking to return to work. The HR Department can provide more information regarding insurance continuation during personal leave as well as any premiums due.

Resident/Fellows on a personal leave are responsible for communicating with HR and their Program Director regarding their continued need for personal leave. Resident/Fellows on a personal leave are also responsible for keeping the Program up to date with any records of maintenance of license/certifications necessary for training. Grants of personal leave ineligible for FMLA do not necessarily hold the Resident/Fellow’s training position nor guarantee that the Resident/Fellow will be placed in his/her original PGY-level upon returning from leave.

Military Leave

Resident/Fellows are entitled to such military leave, reinstatement, and re-employment as is required by State and the Federal USERRA Law.

Health and Disability Insurance Benefits

The health and disability insurance benefits for Resident/Fellows and their eligible dependents must begin on the day the Resident/Fellow is required to report and continues during any approved sick, parental/caregiver, bereavement, jury duty, and one-time medical leave of absence as long as benefit premiums are satisfied.

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Impact of Extended Leave(s) of Absence on Training and Board Eligibility

Extended leave(s) of absence may affect the Resident/Fellow’s ability to complete training as scheduled and/or may affect a Resident/Fellow’s eligibility to participate in examinations by a relevant certifying board. The Resident/Fellow’s Program Director is responsible for communicating timely and accurate notice of the effect of leave(s) of absences on the ability of the Resident/Fellow to satisfy requirements for Program completion and board eligibility.

Process for Submitting and Approving Requests

Programs must create and maintain a policy consistent with the standards set forth herein and which clearly outlines the process for requesting paid vacation and leave(s) of absence. The policy must be available to the Resident/Fellows at all times in New Innovations. Resident/Fellows entering their first year of training in the program must receive education on how to access the policy and adhere to the outlined process for requesting paid vacation or a leave of absence.

Process for Documenting Submission and Approval of Requests

Documentation of all requests for leave(s) of absence, excluding personal health information documents, and their outcomes must be stored in the Resident/Fellows’ personnel file and notes section within New Innovations. Personal Health Information documentation is to be stored in HR’s employee health files.

Responsibilities of the Sponsoring Institution

- Review the institutional policy maintained in New Innovations at least annually to ensure ongoing ACGME-compliance and provide feedback to the Program when needed
- Notify all Program Directors and Program Coordinators of any ACGME requirement or changes to the institutional policy which would require Program-level process change
- Ensure compliance with all ACGME Vacation and leave(s) of absence requirements

Responsibilities of the Program

- Ensure the institutional policy for GME Vacation and leave(s) of absence for Resident/Fellows is available for review by Resident/Fellows at all times in New Innovations
- Revise the Program policy for GME Vacation and leave(s) of absence for Resident/Fellows based on changes to the institutional policy that would require Program-level process change or feedback from the Sponsoring Institution
- Notify the Resident/Fellows of changes to the Institutional or Program Policy
- Provide each applicant invited to interview for a Resident/Fellow position a written or electronic copy of the institutional policy for GME Vacation and Leave(s) of Absence for Resident/Fellows
- Utilize the HES Contract/Agreement of Appointment template that directly provides reference to

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the institutional policy for GME Vacation and Leave(s) of Absence for Resident/Fellows

- Provide to and educate Resident/Fellows on the process for submitting requests for paid vacation and leaves of absence
- Communicate to Resident/Fellows accurate information regarding the impact of an extended leave of absence upon the criteria for satisfactory completion of the program and eligibility to participate in examinations by the relevant certifying board(s)

Additional Resources

- ACGME Glossary of Terms, Effective 04/15/2021
- HES Glossary of Terms, Effective 11/29/2021
- ACGME Institutional Requirements, Effective 07/01/2022
- ACGME Common Program Requirements, Effective 07/01/2022

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