

**University of Colorado Denver
School of Medicine
Graduate Medical Education
2012-2013 Training Agreement**

This Training Agreement, made and entered into this _____ day of _____ by and between the Regents of the University of Colorado, a Body Corporate, for and on behalf of the School of Medicine, the University of Colorado Denver ("the University"), and _____ ("the Resident").

Witnesseth:

WHEREAS, it is the purpose and intention of the University to assist the Resident in the pursuit of his/her studies as a graduate medical education student by granting to him/her an annual training stipend.

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. Academic Department: _____ Training Program: _____
2. Title: Resident Fellow Chief Off-Cycle % FTE _____
3. PGY Level: I II III IV V VI VII Other _____
4. Current Period of Appointment: From _____ through _____
5. Gross Monthly Stipend: \$ _____ Gross Annual Stipend: \$ _____

Section I - Duties and Responsibilities of the Resident

1. As a condition of this appointment, the Resident must:

- Be a U.S. Citizen, lawful permanent resident, refugee, asylee, or possess the appropriate documentation to allow the Resident to legally train at the University of Colorado Denver School of Medicine.
- Maintain or possess an M.D. degree from an LCME accredited medical school within the United States, Puerto Rico or Canada, a D.O. degree from an AOA accredited school of osteopathy, or an ECFMG certificate which will be valid on the day training begins. Graduates of Canadian schools must hold an LMCC Certificate.
- Maintain or possess an active Colorado Medical License or Physician Training License.
- Successfully have passed the USMLE/COMLEX Step 1 exam prior to entering a residency and/or USMLE /COMLEX Step 3 prior to entering a fellowship.
- Consent to and pass a background investigation.

Failure to fulfill any of these requirements shall render this agreement null and void. Furthermore, this agreement and the Resident's participation in the program is subject to immediate termination without the need for further notice, nor right of appeal, if at any time the Resident's license is suspended, restricted, revoked or lapses in any way and for whatever reason which affects the Resident's ability to comply with program requirements. The Resident must notify the Associate Dean for GME of any changes in medical license status.

2. The Resident authorizes the Program Director/designee as necessary to access appropriate institutions to obtain written documentation/confirmation of prior education and/or training.

3. The Resident is responsible for fulfilling any and all obligations that the GME office deems necessary for him/her to begin and continue duties as a Resident, including but not limited to attending orientations, receiving appropriate testing and follow-up if necessary for communicable diseases, fittings for appropriate safety equipment, necessary training and badging procedures (all of which may be prior to appointment start date). This agreement is expressly conditioned on the Resident fulfilling these obligations prior to beginning any resident duties. The Resident's failure to complete these obligations prior to beginning resident duties will render this offer null and void and subject him/her to immediate termination from the program without further notice or right of appeal.

4. The Resident accepts an appointment by the University and agrees to participate in the Training Program of the University and its affiliated hospitals for the full term of this appointment. It is understood that the Program reserves the right to dismiss the Resident at any time during the period of training as more fully described in the GME Manual. The Resident has the right to the processes for promotion, evaluation, probation, remediation, suspension, non-renewal, dismissal and grievance as described in the GME Manual. The most current version of the GME Manual is posted on the GME web site (www.medschool.ucdenver.edu/gme). Renewal (promotion) of this agreement is dependent upon satisfactory performance as determined in accordance with the GME policy entitled Evaluation of Resident Performance during each year of training. This agreement does not establish any right or expectancy of an appointment or promotion for any subsequent residency year regardless of the number of years generally associated with a particular training program.

5. The Resident gives permission for the Colorado Medical Board (CMB) to provide pertinent information related to the status of the resident's license to the Associate Dean of GME. In addition, the Resident gives permission for the Associate Dean for GME to share pertinent information regarding the resident's performance with both the CMB and Colorado Physicians Health Program (CPHP) should it be deemed relevant to the Resident's status in the program.

6. The Resident has a continuing obligation to immediately report to the Associate Dean for GME if convicted of any felony or serious misdemeanor; or pleads no contest (nolo contendere) to the same; or is convicted of any misdemeanor that may be relevant to the Resident's suitability to continue in the Residency program or may violate University institutional standards, during the term of this Agreement.

7. The Resident agrees to perform all assigned training duties to the best of his/her ability and to abide by the University and affiliated hospital policies and procedures, as set forth in the most current version of the GME Manual, the Colorado Medical Practice Act, and Medical Staff Bylaws and Rules and Regulations of any affiliated hospital to which they may be assigned for training by the University. Such policies include, but are not limited to, those on Sexual Harassment, Physician Impairment and Substance Abuse, HIPAA compliance and possible drug testing.

8. The Resident must dress and carry out his/her duties in a professional and an ethical manner in accordance with State and Federal laws, state licensure standards, any hospital Medical Staff Bylaws and Rules and Regulations, and University policies. The Resident must adhere to the UC Denver GME "Code of Conduct" found in the GME Manual.

9. The Resident must participate in in-house and home night call in conformity with institutional guidelines. Call schedules and overall duty hours for each program must conform to institutional policies, program policies and to common and specialty specific ACGME Residency Review Committee Program requirements.

10. Moonlighting (defined as any professional activity outside the course and scope of your approved training program) is generally discouraged. Permission to moonlight is a privilege that will be determined annually by the program director based on the nature of the moonlighting activity and the performance of the Resident. Moonlighting privileges can be revoked at any time if performance in the program suffers due to moonlighting. Residents not in Good Standing are prohibited from moonlighting and if this occurs, moonlighting will be grounds for dismissal from the program. The GME Approval for Resident Moonlighting Application must be completed by the Resident annually and approved by both the program director and Associate Dean for GME prior to the start of any moonlighting activity. Residents holding a J-1 visa may not moonlight but might be asked to perform supervised Additional Work within the course and scope of the training program for Additional Pay.

11. The Resident agrees to meet and attain graduate medical education program curricular objectives and to make satisfactory progress in meeting those objectives as established by the Program Director. For ACGME accredited programs, these curricular objectives shall pertain to the ACGME competencies: patient care, medical knowledge, practice-based learning and improvement, interpersonal and communications skills, professionalism and systems-based practice.

12. The Resident is expected to:

- Complete required GME on-line training modules.
- Develop a personal program of self-study and professional growth with guidance from the teaching staff, which is designed to lead to the fulfillment of the specialty requirements for board certification when applicable.
- Participate fully in the educational activities of his/her program, and as required, assume responsibility for teaching and supervising other residents and students.
- Participate in institutional committees and councils, especially those that relate to patient care review activities, and apply cost containment measures in the provision of patient care.
- Keep medical records and/or reports up to date and signed at all times.
- Evaluate the teaching faculty and others as requested.
- Document duty hours.
- Complete the Housestaff Association Annual Survey, all ACGME and all GME surveys.
- Complete the GME exit survey in order to receive a certificate of training.

13. The Resident must return all property of the University or any hospital or healthcare facility participating site at the time of the expiration or in the event of termination of the Agreement, including without limitation, identification card, pager, books, equipment, library card, and parking card, and to complete all available records and settle all professional and financial obligations before academic and professional credit will be verified and to the extent the resident does not do so, the Resident authorizes a deduction from their final stipend pay check to cover the cost of such items.

Section II - Obligations of the University and Affiliated Hospitals

1. The University shall endeavor to maintain the accreditation status of the Training Program through the Accreditation Council for Graduate Medical Education (ACGME). The program will have as its primary purpose the graduate medical education of the Resident which includes providing information relating to access to eligibility for certification by the relevant certifying board.
2. The University shall provide the Resident an annual training stipend in accordance with established stipend policies of the University. Payment of this training stipend shall be contingent upon satisfactory performance of all assigned courses and training duties by the Resident during the Training Program. It is understood that all obligations of the University hereunder, financial or otherwise, are contingent upon annual funding being available.
3. The University may assign the Resident to one or more of the University's affiliated hospitals or other approved sites of training.
4. Vacation: The Resident is entitled to 21 calendar days paid vacation annually as set forth in the GME Manual.
5. Educational Leave: The Resident (PGY II and above) may receive paid educational leave as outlined in the GME Manual.
6. Discretionary Leave: Leave (which shall include sick leave, bereavement leave, military leave, maternity/paternity or family leave) may be taken according to GME and Training Program policy as set forth in the GME Manual and Program guidelines.
7. The University will provide basic medical and dental care coverage through a self-funded health insurance program as described on the GME web site www.medschool.ucdenver.edu/gme. The Resident is required to enroll within 31 days of the effective start date to the program. This requirement for medical coverage may be waived by the Associate Dean if the Resident presents acceptable documentation that s/he has comparable personal health insurance in force during the period of this training agreement.
8. The University shall provide life and disability insurance as described on the GME web site (www.medschool.ucdenver.edu/gme).
9. The Training Program will abide by the physician impairment policy. The Resident will be educated regarding physician impairment, including substance abuse.
10. Program Directors will advise options for counseling services if warranted. The Colorado Physicians Health Program (see GME Manual) is one source for confidential counseling, medical and psychological support services.
11. The University shall provide professional liability coverage for the Resident consistent with the terms of the Colorado Government Immunity Act. Coverage shall be limited to medical activity engaged in within the scope of the training duties during the course of the Resident's graduate medical education, but does not include moonlighting activities described in Section I (10) above. Other limitations, restrictions and requirements concerning professional liability coverage are described in the coverage document for the University of Colorado Self-Insurance and Risk Management Trust.
12. The University shall provide workers' compensation coverage for the Resident through University Risk Management and as required by the Colorado Workers' Compensation Act, which shall provide coverage for residents who encounter occupational disease exposure or job-related injuries during the course and scope of training.
13. The University shall ensure that the Resident has opportunities to participate in patient care activities of sufficient variety and with sufficient frequency to achieve the competencies required by their chosen discipline. The University will ensure that the Resident receives appropriate supervision by the teaching faculty. Other obligations of the University and affiliated hospitals are described in the GME Manual.
14. The University and its affiliated hospitals will abide by Institutional ACGME requirements to provide adequate and appropriate Resident working conditions.
15. The Resident is afforded the protection of the University policies on Affirmative Action, Equal Employment Opportunity, Sexual Harassment and Disability Accommodation. The Resident is responsible to create a professional environment that reflects and supports the respect and dignity of all patients, staff, students, residents, fellows and faculty in accordance with human resource policies of University and all of its affiliates. Accordingly, sexual harassment, or any form of harassment, will not be tolerated.

16. The Training Program will provide the Resident with a written notice of intent not to renew a resident contract or promote to the next level of training no later than four months prior to the end of the resident's current contract. However, if the primary reason(s) for the non-renewal or non-promotion occur(s) within the four months prior to the end of the contract, the Training Program will try to provide the Resident with as much written notice of the intent not to renew as the circumstances will allow. The Resident will be allowed to implement the grievance procedures when s/he has received a written notice of intent not to renew his/her contract or not be promoted.

17. The Resident is not eligible for unemployment compensation and explicitly waives any claim for unemployment benefits. Residents do not have employee status.

18. The University may terminate this Agreement immediately and without notice in the event the Resident is convicted of a serious misdemeanor or felony or enters a plea of no contest (nolo contendere) to same, or is convicted of a serious misbehavior in any form and of any type where inimical to the Residency program or University institutional standards (in the sole determination of University) before or during the term of this Agreement.

19. Failure to abide by the terms outlined in this agreement, or failure to complete the full term of this agreement as stated above, 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.

I accept the appointment outlined above and agree to all rules and regulations of the University of Colorado School of Medicine and affiliated institutions to which I am assigned. I also agree to discharge all the duties of a Resident as determined jointly by the affiliated institutions and respective directors of training programs at the University of Colorado School of Medicine.

Resident:	_____	Last 4 digits of SSN	____	____	____	____
Program Director:	_____	GME Administrator:	_____			
Department Chair:	_____	GME Associate Dean:	_____			