

**HENNEPIN COUNTY MEDICAL CENTER
RESIDENCY AGREEMENT**

THIS AGREEMENT is made by and between the County of Hennepin on behalf of Hennepin County Medical Center, 701 Park Avenue, Minneapolis, Minnesota 55415, hereinafter referred to as the "Medical Center," and _____, hereinafter referred to as the "resident."
(name)

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

I. PURPOSE

The resident, having successfully completed his/her undergraduate medical education at _____ (Medical school), shall by this Agreement acquire graduate medical education and training at the Medical Center. This contract is offered to the resident based on the completeness and accuracy of the resident's application and supporting documents. The resident physician must meet the qualifications for resident eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the AMA graduate education directory. Falsification of any of the application documents or failure to meet eligibility requirements constitutes cause for termination. This contract governs the relationship between the individual resident and the Medical Center and takes precedence over any other institutional or program agreement to the extent it is inconsistent with the terms of this statement.

II. THE RESIDENT AGREES

- A. To accept the duties, responsibilities, and rotations assigned by the program director, to conduct himself/herself ethically and professionally in the care of patients and in relationships between himself/herself and other members of the staff.
- B. To participate as assigned by the program director in institutional programs, committees, councils, and activities involving medical education and the medical staff.
- C. To adhere to established practices, rules and regulations, procedures, and policies of the county, the medical center, its programs, clinical departments, and other institutions to which the resident is assigned including, but not limited to, the licensure requirements of physicians in training.
- D. To develop a personal program of self-study and professional growth with guidance from the teaching staff.
- E. To participate in safe, effective, and compassionate patient care under medical staff supervision, commensurate with his/her level of advancement and responsibility.
- F. To develop an understanding of clinical socio-economic and medical-legal issues and apply cost containment measures in the provision of patient care.
- G. To participate fully in the educational activities of his/her program and, as required, assume appropriate responsibility for teaching and supervising other residents and students.
- H. To refrain from threatening or endangering himself/herself or another individual; abusing county property; using county property in an unauthorized fashion; use of alcoholic beverages or intoxicants while on duty; manufacturing, possessing, selling, buying, transferring, consuming, or being under the influence of a controlled substance or drug; or conducting himself/herself in any manner which shall reflect negatively on the county and/or the Medical Center.

III. THE MEDICAL CENTER AGREES

- A. To provide to the resident a medical educational experience and a training program in substantial compliance with the general and special requirements established by the Accreditation Council for Graduate Medical Education.
- B. To provide for the payment of stipends, maintain resident records, administer the procedures related to the discipline of residents and redress of resident grievances, and provide mechanisms for the coordination of programs among any affiliated hospitals and clinics.
- C. To provide the following resident benefits:
1. **Stipend** - \$ per year, post-graduate year one.
 2. **Vacation** - 2 weeks (14 days) paid, subject to prior approval of the program director.
 3. **Sick Leave** with or without pay provided at the discretion of the program director. Any absence from residency duties must be reported to the program director. Sick leave extending past 2 weeks must have the approval of the Medical Director.
 4. **Health Insurance** - A comprehensive major medical plan and Aware Gold Limited are provided. Each has a monthly premium; dependent coverage is available at the resident's expense.
 5. **Life Insurance** - \$25,000 in basic benefits.
 6. **Dental Insurance** - At resident's expense.
 7. **Health Care Expense Account (HCEA)** - A program which permits residents to set aside monies for out of pocket health care and dental expenses. May not be used for to pay insurance premiums.
 8. **Dependent Care Assistance Program (DCAP)** - A program which permits residents to pay for child care expenses or the expenses for the day care of a disabled spouse or dependent with pre-tax income.
 9. **Disability Insurance** - After 91 days of total disability, the resident may receive a benefit of up to 80% of his/her monthly stipend with a maximum monthly benefit of \$5,000, payable for the duration of disability until age 65. There is a cost-of-living adjustment with a 3% maximum catch up provision.
 10. **Malpractice Insurance** - Employee Tort and Professional Liability Indemnification Plan provides defense and indemnification for claims made during and after his/her employment so long as: a) the act or omission alleged to have caused liability occurred during the course of his/her duties while an employee of Hennepin County, b) the resident cooperates in the defense of the claim, and c) the claim did not result from deliberate wrong-doing by the resident.
 11. **Option to contribute to retirement plan or FICA** - A resident may elect to contribute 3 3/4% of his/her "base pay" to the Minnesota Deferred Compensation Plan (the "State Section 457 Plan") and HCMC will make a dollar-for-dollar matching contribution up to \$2,000 per calendar year and will not pay or withhold FICA taxes. No other matching contributions will be made. For purposes of these rules, "base pay" means the total stipend from HCMC, including the resident's elective contribution to the state section 457 plan, but excluding HCMC's matching contribution to the state section 457 plan. The resident may withdraw his/her contributions and the matching contributions from the state plan at the end of their employment. Alternatively, the resident may participate in the employee Social Security program (FICA). The contribution will be at the statutory rate (currently 6.2% for Social Security and 1.45% for Medicare). It may not be withdrawn at the end of employment.
- D. Specific issues related to on-call schedules and activities outside of the residency training program shall be determined by the respective departments and divisions of the Medical Center and the County.
- E. The resident is responsible for knowing all information in the Resident Manual, which contains additional information and policies governing: 1. parental leave of absence, 2. personal leave of absence, 3. professional leave, 4. effect of leave on completion of the program, 5. on-call quarters, meals, and scrubs, 6. counseling, medical, and psychological support, 7. physician impairment and substance abuse, 8. activities outside the program, 9. effect of program closure, 10. The county's policy on Diversity, Non-Discrimination and Respectful Workplace (this policy addresses how to make a complaint regarding sexual harassment and other types of discrimination/harassment).
- F. If a resident has a grievance, he/she should contact his/her residency program director. Attempts should be made to resolve a grievance with those directly involved. Assistance/advice toward resolving conflict can be

sought by the resident from the program director, chief of service, advisor, and/or other residents or faculty members. If the grievance is not resolved within the resident's program, it may be reported to the Medical Director.

IV. TERM OF THE AGREEMENT

This agreement of appointment shall commence on June 24, 2005 and terminate on June 24, 2006. This agreement may be renewed and the resident reappointed for additional one-year periods as outlined in the resident manual.

V. EVALUATIONS OF ACADEMIC PERFORMANCE

The assessment of academic performance of each resident is the responsibility of the residency program director. Academic performance by a resident will be evaluated by a careful and deliberate review of the resident's performance: demonstrated skills, abilities, progress, clinical judgment, medical knowledge, and attitudes and level of functioning as a member of the health care team. The program maintains all documentation of the evaluation. If it is determined by the program director that a resident has demonstrated unsatisfactory academic performance or unprofessional conduct or violations as set forth in paragraphs V. A-C below, action may be taken by the program director to discipline and/or dismiss the resident.

- A. Failure to comply with the bylaws, policies (including duty hours), rules, or regulations of the county, the Medical Center, affiliated hospitals, medical staff, department, or with the terms and conditions of this agreement.
- B. Conduct by the resident that is a violation of federal, state, or local laws or ordinances and which interferes with a resident's ability to appropriately perform his/her normal duties in the residency program.
- C. Conduct detrimental to patient safety or the delivery of quality patient care, disruption of the operations of the Medical Center or any of its departments or divisions or affiliated hospitals, or violation of standards of professional conduct and/or ethics.

VI. PROCEDURES FOR DISCIPLINE AND/OR DISMISSAL OF RESIDENTS

- A. The following actions shall entitle the resident to a hearing upon timely and proper request.
 - 1. Non-renewal of contract;
 - 2. Suspension of over 30 days from residency program;
 - 3. Termination from residency program;
- B. Prior to the imposition of any action which entitles a resident to a hearing, the resident shall be given written notice which:
 - 1. States the specific grounds upon which the action is based;
 - 2. Advises the resident of the opportunity to meet with the Residency Director, Department Head or his/her designee;
 - 3. Advises the resident of his/her right to request a hearing;
 - 4. Informs the resident he/she has 14 days, after receipt, to request a hearing;
 - 5. Informs the resident a written request for hearing is to be directed to the Medical Director; and
 - 6. States that failure to request a hearing constitutes waiver of all rights to appeal.
- C. Following the receipt of a request for hearing the Medical Director shall convene a hearing panel consisting of one member of the medical staff and one resident.
- D. The appeal hearing shall be informal as opposed to an evidentiary hearing. At the appeal, the resident shall have the right to an advisor, who may be a fellow resident, faculty member, an attorney or any other advisor of the resident's choice.
- E. The resident and program director shall have the right to present information, including written or oral statements from individuals whose attendance he/she is able to arrange if pertinent to the issues at hand. Personal attendance of fact evidence is preferred so that questions may be asked.

- F. The panel shall have the right to adopt, reject, or modify the previous decision and shall make a recommendation to the medical director. The medical director shall make a final decision and notify the resident and program director of his/her decision in writing.
- G. The medical director's decision shall be final. No further appeal process is available.
- H. The Medical Center and the resident's department shall impose immediate suspension upon a resident if they determine that the resident's continued participation in the program is detrimental to patient safety or the delivery of quality patient care

VII. RESIDENT STATUS

Pursuant to Minnesota Statutes 383B.27, Subd. 18, and 383B.32, Subd. 2(a)(3), the resident is an unclassified employee of Hennepin County and does not acquire tenure.

VIII. MISCELLANEOUS

- A. The resident must pass a urine drug and alcohol screen at the time of employment and warrant that he/she is not currently engaged in the illegal use of drugs and that there is no other condition or reason the resident cannot fully perform all duties under this agreement. Failure to pass a drug screen test at any time during residency shall be grounds for immediate suspension and possibly dismissal if in compliance with Minnesota Drug and Alcohol Testing in Workplace Act, Minnesota statute 181.950 – 957, and the Hennepin County Drug and Alcohol Testing Policy.
- B. In order for a resident to have direct contact with hospital patients at HCMC, the resident must successfully complete the background check as required by Minnesota law.
- C. The resident warrants that he/she is a U.S. citizen or has obtained proper authorization from the United States Citizenship and Immigration Services (e.g. visa or work permit) to enable the resident to lawfully stay in the United States for the duration of his/her residency program.
- D. This agreement may not be modified or altered, except in writing as an amendment signed by the parties below.
- E. The resident understands and consents to release information to HCMC concerning the resident's use of the parking privileges granted to the resident by HCMC for purposes which may include screening the parking data in relation to the ACGME's duty hour requirement. The resident will not seek damages from Allied Parking for release of this information.
- F. Residents will be subject to FICA unless the resident Deferred Compensation ("State 457 plan" option, as described in paragraph III.C.11, is selected.

Please select by initialing one option:

- _____ Contribution to the State Section 457 Plan, the deferred compensation plan
- _____ Ordinary FICA (Social Security and Medicare) contribution
- _____ Optional for J1 visa holders: Exempt from FICA and employee /employer contribution

Please check one only:

- This is the first time I made this decision
- This option is different from last year
- This option is the same as last year.

Date _____

By _____
(print resident name)

By _____
(resident signature)

By _____
Medical Director, HCMC

By _____
Director of Residency Program, HCMC