

**HENNEPIN COUNTY MEDICAL CENTER  
RESIDENCY AGREEMENT**

THIS AGREEMENT is made by and between Hennepin Healthcare Systems, Inc. d/b/a Hennepin County Medical Center, 701 Park Avenue, Minneapolis, Minnesota 55415, hereinafter referred to as "HCMC," and \_\_\_\_\_ (name), hereinafter referred to as the "resident."

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 HCMC. 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 that such agreement 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, and 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 HCMC, 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 appropriate 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 HCMC property; using HCMC 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 HCMC or other assigned institutions to which the resident is assigned.

**III. HENNEPIN COUNTY 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** - \$45,741 per year, post-graduate year one.
  2. **Vacation** - 3 weeks (21 days) paid, including one week at the end of the academic year and two weeks 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 through Blue Cross/Blue Shield. Each has a monthly premium; dependent coverage is available at the resident's expense.
  5. **Life Insurance** - \$50,000 in basic benefits. Supplemental Life Insurance is available at the resident's expense.
  6. **Dental Insurance** - At resident's expense.
  7. **Health Care Expense Account (HCEA)** - A program that permits residents to set aside monies for out of pocket health care and dental expenses. May not be used to pay insurance premiums.
  8. **Dependent Care Assistance Program (DCAP)** - A program that permits residents to pay for childcare expenses or the expenses for the day care of a disabled spouse or dependent with pre-tax income.
  9. **Short Term Disability:** HCMC pays resident 100% of their salary for the first 14 days of a disability (this is the elimination period). Then Northwestern Mutual pays a resident 70% of the remainder (76 days) of the first 90 days of a disability.
  10. **Long Term Disability:** 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.
  11. **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 HCMC, b) the resident cooperates in the defense of the claim, and c) the claim did not result from deliberate wrong-doing by the resident.
  12. **Option to contribute to retirement plan or FICA** - Unless exempt because of J1 VISA status, a resident must choose one of the following options. Under either option the resident is subject to the Medicare payroll tax. 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 \$7,750 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. IF A RESIDENT FAILS TO CHECK the State Section 457 Plan Option under VIII.F and complete the requisite enrollment form for the plan, the resident will be subject to FICA.
- 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 HCMC.
- 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. accommodations for disabilities, 10. effect of program closure, 11. Prohibited Harassment and Discrimination Policy (this policy addresses how to make a complaint regarding sexual harassment and other types of discrimination/harassment), 12. completion of USMLE Step III examination.

- 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, 2009 and terminate on June 30, 2010. Attendance at mandatory new resident orientation, held June 13, 2009 through June 23, 2009, will be paid at the same rate as this agreement, but is not considered part of the term of this agreement. 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, 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, unprofessional conduct or violations as set forth in paragraphs V.A-C below, action may be taken by the program director to remediate, discipline and/or dismiss the resident.

- A. Failure to comply with the bylaws, policies (including duty hours), rules, or regulations of 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 that interferes with the 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 during the normal course of residency;
  - 2. Suspension of over 30 days from residency program;
  - 3. Termination from residency program;
  - 4. Other actions that could significantly threaten a resident's intended career development.
- 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 three physicians.
- 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 willing 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 presentation of fact evidence is preferred so that questions may be asked.

- F. The panel shall have the right to adopt, reject, or modify the program director's or department head's 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**

Residents are employees of Hennepin Healthcare Systems, Inc.

**VIII. MISCELLANEOUS**

- A. Failure to pass a drug screen test at any time during residency shall be grounds for immediate suspension and possible dismissal if in compliance with Minnesota Drug and Alcohol Testing in Workplace Act, Minnesota Statute Section 181.950 – 957, and the Medical Center 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 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. 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) 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