

**University of Colorado
School of Medicine
Graduate Medical Education
2022-2023 Training Agreement**

This Training Agreement ("Agreement") is made and entered into this 15th day of June 2022 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 ("the University"), and **Jane Smith Doe** ("the Resident/Fellow").

It is the purpose and intention of the University to assist the Resident/Fellow in the pursuit of his/her studies in graduate medical education by granting to him/her an annual training stipend.

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

Academic Department: _____, Training Program: _____
Title: _____, PGY Level: _____, %FTE: _____
Current Period of Appointment: From **7/1/2022** through **6/30/2023**
Gross Monthly Stipend: \$ _____, Gross Annual Stipend: \$^ _____

^Subject to change based on approved stipend rates each academic year.

NOTE: Annual Stipend rates are calculated based on a twelve month period. Should the term of your agreement be less than twelve months you will receive a prorated stipend.

Section I - Duties and Responsibilities of the Resident/Fellow

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

- * Be a U.S. Citizen, lawful permanent Resident/Fellow, refugee, asylee, or possess the appropriate documentation to allow the Resident/Fellow to legally train at the University of Colorado 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 examinations as evidenced by obtaining a passing score. The USMLE Step 1 or the COMLEX Step 1 examination, and the USMLE Step 2 (CK) or the COMLEX Step 2 (CE) examination are required prior to entering a residency. The USMLE Step 3 or the COMLEX Step 3 examination is required prior to the midpoint of post graduate year two (PGY2) for promotion to post graduate year three (PGY3), as well as, 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/Fellow'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/Fellow's license is suspended, restricted, revoked or lapses in any way and for whatever reason which affects the Resident/Fellow's ability to comply with program requirements. The Resident/Fellow must immediately notify the Associate Dean for GME of any changes in medical license status.

2. The Resident/Fellow, by signing below, 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/Fellow 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/Fellow, 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/Fellow fulfilling these obligations prior to beginning any Resident/Fellow duties. The Resident/Fellow's failure to complete these obligations prior to beginning Resident/Fellow duties will render this Agreement null and void and subject him/her to immediate termination from the program without further notice or right of appeal.

4. The Resident/Fellow 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/Fellow at any time during the period of training as more fully described in the GME Policies and Procedures. The Resident/Fellow has the right to the processes for promotion, evaluation, probation, remediation, suspension, non-renewal, dismissal and grievance as described in the Policies and Procedures. The most current version of the Policies and Procedures is posted on the GME website

(<https://medschool.cuanschutz.edu/graduate-medical-education>). Renewal of this Agreement and promotion to a subsequent PGY level is dependent upon satisfactory performance as determined in accordance with the GME policy "Evaluation and Promotion" 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/Fellow, by signing below, gives permission for the Colorado Medical Board (CMB) to provide pertinent information related to the status of the Resident/Fellow's license to the Associate Dean for GME. In addition, the Resident/Fellow, by signing below, gives permission for the Associate Dean for GME to share pertinent information regarding the Resident/Fellow's performance with both the CMB and Colorado Physicians Health Program (CPHP) should it be deemed relevant to the Resident/Fellow's status in the program.

6. The Resident/Fellow has a continuing obligation to immediately report to the Associate Dean for GME if, during the term of this Agreement, s/he is 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/Fellow's suitability to continue in the Residency program or may violate University institutional guidelines.

7. The Resident/Fellow 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 GME Policies and Procedures, the Colorado Medical Practice Act, and Medical Staff Bylaws and Rules and Regulations of any affiliated hospital to which s/he may be assigned for training by the University. Such policies include, but are not limited to, COVID-19 Vaccine Requirement, Sexual Misconduct, Physician Impairment and Substance Abuse, HIPAA compliance and pre-employment and/or random drug testing.

8. The Resident/Fellow 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/Fellow must adhere to the GME Professionalism Policy.

9. The Resident/Fellow must participate in in-house and home night call in conformity with University institutional guidelines. Call schedules and overall clinical and educational work hours for each program must conform to institutional policies, program policies and to common and specialty specific Accreditation Council for Graduate Medical Education ("ACGME") Residency Review Committee Program requirements.

10. Moonlighting (defined as any professional activity outside the course and scope of the Resident/Fellow's 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/Fellow. Moonlighting privileges may be revoked at any time if performance in the program suffers due to moonlighting. Resident/Fellows 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/Fellow Moonlighting Application must be completed by the Resident/Fellow annually and approved by both the Program Director and Associate Dean for GME prior to the start of any moonlighting activity. Residents/Fellows 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/Fellow agrees to meet and attain GME 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 appertain 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/Fellow 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/Fellows 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 clinical and educational work hours.
- * Complete the Housestaff Association Annual Survey, and all ACGME and GME surveys.

* Complete the GME exit survey in order to receive a Certificate of Completion of training.

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

14. Upon graduation from the GME training program, the Resident/Fellow authorizes his/her training program or the Office of Graduate Medical Education to seek and obtain Graduate Board Certification Pass Rate data for the purpose of meeting ACGME accreditation expectations.

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 ACGME. The program will have as its primary purpose the graduate medical education of the Resident/Fellow, which includes providing information relating to access to eligibility for specialty board examinations.

2. The University shall provide the Resident/Fellow an annual training stipend in accordance with the University's established stipend policies. Payment of this training stipend shall be contingent upon satisfactory performance of all assigned courses and training duties by the Resident/Fellow 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/Fellow to one or more of the University's affiliated hospitals or other approved sites of training.

4. Vacation: The Resident/Fellow is entitled to a total of four weeks of paid vacation leave per post graduate year in training as set forth in the GME Policies and Procedures. This leave includes leave taken for educational purposes used primarily to attend major educational conferences and meetings, exams, and interviews. One week consists of five business days and one attached weekend.

5. Sick Leave: The Resident/Fellow is entitled to sick leave each post graduate year in accordance with the Colorado Healthy Families and Workplace Act (Sick Leave Act), which may be taken as set forth in the GME Policies and Procedures.

6. Miscellaneous Leaves: The Resident/Fellow is entitled to other leaves (which shall include Family Medical Leave (FMLA) also referred to as Medical, parental and caregiver leave), bereavement leave, and military leave), which may be taken according to GME and Training Program policy as set forth in the GME Policies and Procedures and Program guidelines. Residents/Fellows will be given timely notice by the Program Director of the effect of leave(s) on the ability of Residents/Fellows to satisfy requirements for program completion.

7. The University shall provide access to comprehensive health and dental care coverage plans through CU Health as explained on the GME website for eligible Residents/Fellows <https://medschool.cuanschutz.edu/graduate-medical-education>. The Resident/Fellow is required to enroll within 31 days of the effective start date of the program. This requirement for health coverage may be waived by the Associate Dean for GME if the Resident/Fellow presents acceptable documentation that they have comparable personal health insurance in force and complete the health benefits enrollment form showing coverage is waived during the period of this Training Agreement.

8. The University shall provide life insurance and disability insurance coverage as described on the GME website for Residents/Fellows eligible for this coverage <https://medschool.cuanschutz.edu/graduate-medical-education>.

9. The training program will abide by the Physician Impairment Policy. The Resident/Fellow will be educated regarding physician impairment, including substance abuse.

10. Program Directors will advise the Resident/Fellow of options for counseling services if warranted. CPHP is one source for confidential counseling, medical and psychological support services, as described in the GME Policies and Procedures.

11. The University shall provide professional liability coverage for the Resident/Fellow consistent with the terms of the Colorado Governmental Immunity Act. Coverage shall be occurrence-based and limited to medical activity engaged in within the scope of the training duties during the course of the Resident/Fellow'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 statutory workers' compensation coverage for the Resident/Fellow through University Risk Management and as required by the Colorado Workers' Compensation Act, which shall provide coverage for Residents/Fellows who encounter occupational disease exposure or job-related injuries during the course and scope of training.

13. The University will ensure that the Resident/Fellow 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/Fellow receives appropriate supervision by the teaching faculty. The University will ensure that the Resident/Fellow receives appropriate information related to eligibility for specialty board examinations. Other obligations of the University and affiliated hospitals are described in the GME Policies and Procedures.

14. The University and its affiliated hospitals will abide by Institutional ACGME requirements to provide adequate and appropriate Resident/Fellow working conditions.

15. The Resident/Fellow is afforded the protection of the University policies on Equal Employment Opportunity and Affirmative Action, Sexual Misconduct, and Disability Accommodation. The Resident/Fellow 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 resources policies of the 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/Fellow with a written notice of intent not to renew a Resident/Fellow agreement or not to promote to the next level of training no later than four months prior to the end of the Resident/Fellow's current agreement. 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 agreement, the training program will try to provide the Resident/Fellow with as much written notice of the intent not to renew or not to promote as the circumstances will allow. The Resident/Fellow will be allowed to implement the grievance procedures when s/he has received a written notice of intent not to renew his/her agreement or not to be promoted.

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

18. The University may terminate this Agreement immediately and without notice in the event the Resident/Fellow 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, GME, and affiliated institutions to which I am assigned. I also agree to discharge all the duties of a Resident/Fellow as determined jointly by the affiliated institutions and respective directors of training programs at the University of Colorado School of Medicine.

Resident/Fellow Signature

Last 4 Digits of Fellow's Social Security Number:

Program Director

GME Director of Administration and Finance

Department Chair

GME Associate Dean