

**GRADUATE MEDICAL EDUCATION  
RESIDENCY CONTRACT  
Academic Year 2015-2016**

This Graduate Medical Education Residency Contract (“**Contract**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Regions Hospital, a Minnesota nonprofit corporation located at 640 Jackson Street, St. Paul, Minnesota 55101, (“**Hospital**”), and \_\_\_\_\_, residing at \_\_\_\_\_ (the “**Resident**”), and sets forth the terms and conditions of Resident’s appointment by the Hospital as a member of Hospital’s \_\_\_\_ staff (“**Staff**”) assigned to the department of \_\_\_\_\_ (the “**Department**”).

In consideration of the mutual promises contained herein and intending to be legally bound, Hospital and the Resident each agree as follows:

**ARTICLE 1  
Purpose**

- 1.1 The primary purpose of the appointment of the Resident to the Staff is the Resident’s successful completion of the graduate medical education training program identified below. During the time period in which the Resident is undergoing graduate medical education training at the Hospital, he/she shall have the status of student.
- 1.2 All residency programs governed by this Contract are structured to (i) comply with all requirements of the relevant accrediting organization; Accreditation Council for Graduate Medical Education (“**ACGME**”) or the Council on Podiatric Medical Education (“**CPME**”); and (ii) provide the components specified in Schedule 1.2, attached hereto and incorporated herein by this reference. The ACGME and CPME will be hereinafter referred to individually as the “**Accrediting Body**” and collectively as the “**Accrediting Bodies**.”

**ARTICLE 2  
Terms of Appointment**

- 2.1 Commencement Date. Commencing on \_\_\_\_\_ (the “**Commencement Date**”) the Resident shall be appointed as a trainee at the \_\_\_\_ post graduate year level in the graduate medical education residency training program in \_\_\_\_\_ (the “**Program**”), which Program is sponsored by the HealthPartners Institute for Education and Research<sup>(1)</sup> (“**Institute**”), and shall have a program training level of \_\_\_\_\_.
- 2.2 Term. This Contract shall be effective beginning on the Commencement Date and shall remain in effect for a period of \_\_\_\_\_ weeks, expiring on \_\_\_\_\_. Although the parties hereto anticipate that the Resident’s appointment pursuant to this Contract will continue for the full \_\_\_\_\_ weeks term, this Contract may be terminated by the Hospital at any point in time for the grounds specified herein. This Contract may be renewed on an annual basis for a twelve-month term upon the mutual agreement of the Resident and the Hospital.

## 2.3 Condition Precedents.

- 2.3.1 The Resident must provide information and documentation, specified in Schedule 2.3.1, attached hereto and incorporated herein, to the Hospital to be accepted in the Program.
- 2.3.2 In addition to the requirements specified in this **Section 2.3**, to be accepted into the Program the Resident must have passed an examination as described in **Section 2.3.2.a** or **2.3.2.b** below:
- a. The Resident must have passed a comprehensive examination for initial licensure prepared and graded by the National Board of Medical Examiners (“**NBME**”), the National Board of Osteopathic Medical Examiners (“**NBOME**”), the Federation of State Medical Boards (“**FSMB**”), the Medical Council of Canada (“**MCC**”), or the appropriate state board that the Board of Medical Practice in the State of Minnesota (the “**Board**”) determines acceptable with passing scores as determined by the Board; or
  - b. The Resident must have passed USMLE Steps 1 & 2 (or equivalent exams such as COMLEX levels 1 & 2). Resident must pass Step 3 of the USMLE or equivalent exam that qualifies for medical licensure (i.e. COMLEX level 3) prior to January 1<sup>st</sup> of the PGY2 year of his/her current program. The Resident taking combinations of NBME, NBOME, FSMB, MCC and USMLE may be accepted into the Program only if the combination is approved by the Board as comparable to existing examination sequences and all examinations are completed prior to the Commencement Date.

2.4 Health Status Assessment. After all of the conditions precedent in **Section 2.3.1** and **2.3.2** (as applicable) have been satisfied and the Resident has been extended a conditional offer of appointment to the Staff, the Resident must complete the pre-appointment health screenings (including immunizations/evidence of disease immunity and tuberculosis screening) prior to the commencement date in accordance with and all applicable local, state and federal regulations and the following Hospital policies: 1) *Employment Requirements for New Employees* (RH-HR-HR-60-05-05); 2) *Procedure For Health Screening of New Employees* (RH-HR-60-05-07).

2.5 Visa Status. All Residents shall be solely responsible for maintaining U.S. citizenship, permanent resident status, or a valid J-1 visa [including a current and valid ECFMG Certificate of Eligibility (Form IAP 66)] at all times during the term of this Agreement. Upon request of the Hospital the Resident shall provide proof of the foregoing to the Hospital [e.g., birth certificate, passport, naturalization papers, valid visa, valid ECFMG Certificate of Eligibility (Form IAP 66), etc.].

## **ARTICLE 3** ***Resident’s Responsibilities***

In providing services and in participating in the activities of the Program, the Resident shall do the following:

- 3.1 To abide by and adhere to established practices, rules, regulations, procedures, and policies (collectively the “**Policies**”) of the Institute, including the Institute’s Graduate Medical Education (“**GME**”) Resident Handbook (as defined below), Hospital, Programs, Departments, and other institutions to which the Resident is assigned. The Policies referenced in this Contract apply to all graduate medical education training programs accredited by the Accrediting Bodies and sponsored by the Institute. The GME Resident Handbook contains all the Institute policies and clinical hospital department descriptions and select Hospital policies. The GME Resident Handbook can be found on the HealthPartners website at <http://HealthPartnersInstitute.org> [Education►Resident & Students►Explore: Forms/Resources►Residents-Resources: Resident Handbook and Policies]. The Institute GME policies, as well as the Regions Hospital policies, can be accessed through myPartner [Tools & Services ►Policies, manuals and guides: Policy manual resource directory]. The Resident

acknowledges that from time to time, one or more Institute or Hospital policies may be amended. The Institute's Office of Medical Education will notify Residents on new and amended Institute policies. The Resident may consult the website addresses specified above to obtain the most current version of the Institute and Hospital policies. The Resident is responsible for reading, understanding and complying with the foregoing Policies and provisions.

- 3.2 Abide by and adhere to all applicable local, state and federal laws, as well as the standards required to maintain accreditation by The Joint Commission ("**JC**"), the Accrediting Bodies, and any other relevant accrediting, certifying, or licensing organizations.
- 3.3 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Residency Program Director ("**Program Director**") and/or as necessary for the completion of applicable graduation requirements. Attend all educational conferences as appropriate, assume responsibility for teaching and supervising other residents and students, participate in assigned Hospital and Medical Staff committee activities, and participate in Hospital orientation and education programs and other activities involving the clinical staff.
- 3.4 Fulfill the educational requirements of the Program.
- 3.5 Use his/her best efforts to provide care that is safe, timely, effective, efficient, equitable, and patient-centered. Present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at the Hospital and other facilities and rotation sites to which the Resident is assigned.
- 3.6 Provide clinical services (i) commensurate with his/her level of advancement and responsibilities, (ii) under appropriate supervision, (iii) at sites specifically approved by the Program, and (iv) under circumstances and at locations covered by the Hospital's professional liability insurance maintained for the Resident in accordance with **Section 6.4.1** below.
- 3.7 Develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty.
- 3.8 Develop an understanding of ethical, socioeconomic and medical/legal issues that affect the practice of medicine and graduate medical education training.
- 3.9 Fully cooperate with the Program, the Hospital, and the Institute in coordinating and completing Residency Review Committee ("**RRC**") and the Accrediting Bodies' accreditation submissions and activities, including accurate and timely completion of documentation in the Hospital's electronic medical records system, duty hours, statistical operative and procedure logs, faculty and Program evaluations, and other documentation required by RRC, the Accrediting Bodies, the Hospital, Department(s), and Program.
- 3.10 Apply cost-containment measures in the provision of patient care consistent with the Policies of the Hospital, Department(s), and Program.
- 3.11 Subsequent to the Commencement Date, submit to periodic (post-appointment) health examinations and supplementary tests, which may include tests for drug use and alcohol abuse, as are deemed necessary by the Hospital to ensure that the Resident is physically, mentally, and emotionally capable of performing essential duties and are otherwise necessary to the operation of the Hospital. In addition, the Resident shall continue to meet the Hospital's and State of Minnesota's standards for immunizations in the same manner as all Hospital personnel. The result of all examinations shall be provided to the Hospital's Employee Health and Wellness department. The same requirements concerning the Resident's health status that applied at the time of the Resident's initial appointment shall apply thereafter and shall constitute a continuing condition of this Contract and the Resident's appointment to the Staff unless the Hospital

- changes these requirements subsequent to the Commencement Date through written notice to the Resident.
- 3.12 Upon the expiration or termination of this Contract, return all Hospital property, including, but not limited to, books, equipment, pager, and uniforms to the training program offices, and complete all necessary records, and settle all professional and financial obligations.
  - 3.13 Cooperate fully with all Hospital, Department(s), and Program surveys, reviews, and quality assurance and credentialing activities.
  - 3.14 Report immediately to the Hospital's Department of Risk Management (i) any inquiry by any private or government attorney or investigator or (ii) any inquiry by any member of the media. The Resident shall not communicate with any member of the media except merely to refer the media to the Hospital's Chief Executive Officer.
  - 3.15 Cooperate fully with the Hospital administration, including, but not limited to, the Office of Medical Education, the Department of Nursing, Financial Services, and Social Services in connection with the evaluation of appropriate discharge and post-discharge care for Hospital patients.
  - 3.16 Abide by and adhere to the Hospital's corporate compliance program and the *Regions Hospital Standards of Professional Conduct* (RH-MS-HR-08).
  - 3.17 Cooperate fully with the Institute *Sexual and General Harassment* policy (GME-11) prohibiting discrimination and sexual harassment.
  - 3.18 Present at all times a proper and professional appearance.
  - 3.19 Permit the Hospital to obtain from and provide to all proper parties any and all information as required or authorized by law or accrediting organization, and the Resident covenants not to sue the Hospital, its directors, officers, employees, agents, successors and assigns, for doing so. This covenant shall survive the termination or expiration of this Contract.
  - 3.20 Accept the duties, responsibilities and rotations assigned by the Program Director, or his/her designee, and conduct him/herself ethically and professionally in keeping with his/her position as a Resident.
  - 3.21 Satisfy the qualifications for resident eligibility outlined in either the Essentials of Accredited Residencies in Graduate Medical Education in the AMA Graduate Medical Education Directory governed by the ACGME, or the CPME.
  - 3.22 The Resident's failure to comply with any of the provisions of this Article 3 shall constitute grounds for disciplinary action, up to and including the Resident's suspension or termination from the Staff.

#### **ARTICLE 4** ***Hospital Responsibilities***

The Hospital shall have the following obligations:

- 4.1 To provide faculty planning and supervision of the Program, and provide the Resident with appropriate and adequate faculty and Medical Staff supervision for all educational and clinical activities.
- 4.2 To perform delegated administrative and educational functions for the benefit of the Resident on behalf of the Institute, including arranging for the payment of stipends, maintaining certain Resident records, administering the Institute's procedures related to the discipline of the

- Residents, and providing mechanisms for the coordination of programs among the affiliated hospitals and the various clinical services.
- 4.3 To provide a stipend and benefits to the Resident, as a delegated function on behalf of the Institute, as outlined in Article 6 below.
  - 4.4 To use its best efforts, within available resources, to provide an educational training program that meets the Accrediting Bodies' accreditation standards.
  - 4.5 To use its best efforts, within available resources, to provide the Resident with adequate and appropriate support staff and facilities in accordance with applicable local, state, federal and Accrediting Bodies requirements.
  - 4.6 To orient the Resident to the facilities, philosophies, and Policies of the Hospital, and institutional and Program requirements of the Accrediting Bodies and the pertinent RRC.
  - 4.7 To maintain an environment conducive to the health and well being of the Resident.
  - 4.8 To provide the Resident with (i) reasonable meals in accordance with the Institute policy set forth in the GME Resident Handbook, (ii) adequate sleeping quarters (commonly known as "**Call Rooms**") for Residents on duty in the Hospital, (iii) patient and information support services, (iv) security, (v) parking, and (vi) lab coats and laundry services in accordance with the Hospital laundry service policy.
  - 4.9 To provide a fair and consistent method for review of the Resident's concerns and/or grievances in accordance with the applicable Institute policy set out in the GME Resident Handbook without the fear of reprisal.
  - 4.10 Upon satisfactory completion of the Program, the Program's requirements, and the Resident's responsibilities specified herein, the Program will refer the Resident to the Institute which, in turn, will furnish the Resident with a Certificate of Completion of the Program.
  - 4.11 If a Resident has a grievance [as defined in the Institute *Grievance Resolution* policy (GME-12)], he/she should attempt to resolve the grievance with those directly involved. If the grievance occurs during a specific shift on a patient unit, the Resident shall seek assistance/advice toward resolving the conflict from the Resident in charge. If the Resident in charge is unable to resolve the grievance, the attending physician on the team should be consulted. If the grievance is not resolved by the Resident in charge or the grievance is not associated with a particular incident on a patient unit, the Resident should report the problem to the Chief Resident. If the grievance has not been resolved, or the service has no Chief Resident, the Resident should report the grievance to the Program Director. If the grievance is not resolved within the Resident's Program, it may be reported to the Executive Director - Health Professional Education. If there is any conflict between the provisions of this Section and the provisions of the Institute *Grievance Resolution* policy, the provisions of the policy shall govern.

## **ARTICLE 5**

### ***Duty Hours***

- 5.1 Hours. The Resident shall perform his/her duties under this Contract during such hours as the Program Director may direct in accordance with the Institute *Duty Hours* policy (GME-6). Although subject to modification and variation depending upon the clinical area to which the Resident is assigned and/or exigent circumstances, duty hours shall comply with state, federal, and Accrediting Bodies' requirements.

- 5.2 Call/Shift Schedules. The schedules of call, shift and assignments shall be made available to the Resident by the Program and reviewed by the Resident. Changes to these schedules shall be communicated to the Resident.
- 5.3 If a scheduled duty assignment is inconsistent with this Contract or the Institute *Duty Hours* policy (GME-6), the Resident shall bring that inconsistency to the attention of the Program Director for reconciliation or resolution. If the Program Director does not reconcile or resolve the inconsistency, it shall be the obligation of the Resident to notify the Assistant DIO who shall take the necessary steps to reconcile or resolve the inconsistency.
- 5.4 Outside Professional Activities. The Resident recognizes that graduate medical education is a full-time endeavor and, therefore, shall abide by the limitations on professional activities outside the Program as established by the Program Director.
- 5.5 Moonlighting. The Resident shall abide by and adhere to the Institute *Moonlighting* policy (GME-8).

## **ARTICLE 6**

### ***Financial Support and Benefits***

- 6.1 Stipend. The Hospital shall provide the Resident an annual stipend of \$\_\_\_\_\_, which is established each year by the Institute. This stipend shall be the Resident's sole source of payment for participation in the Program under this Contract. The Resident shall not accept from any other source a fee of any kind for patient care services provided by the Resident as part of his/her Program activities under this Contract.
- 6.2 Leave Policy. The Institute *Resident/Fellow Leave* policy (GME-7) shall govern the Resident's leave of absence, including, sick leave, maternity leave, paternity leave, adoption leave, sick child care leave, vacation, and other excused leaves of absence.
- 6.3 Effect of Leaves of Absence. The Resident expressly acknowledges that additional training after a leave of absence may be needed for the successful completion of the Program requirements and/or Board certification requirements. The amount of leave or disability time that will necessitate prolongation of the training time for the Resident shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board.
- 6.4 Professional Liability, Health, and Disability Insurance.
- 6.4.1 Professional Liability Insurance. The Hospital shall maintain professional liability insurance coverage for all occurrences regardless of when claim is filed, through its self-insurance program, covering the services provided by the Resident under this Contract while the Resident is acting within the scope of his/her assigned Program activities. In connection with such insurance:
- 6.4.1.1 The Resident shall cooperate fully in any investigation, discovery, and defense that arises.
- 6.4.1.2 If the Resident receives, or anyone with whom the Resident works or resides receives on his/her behalf, any summons, complaint, subpoena or court paper of any kind relating to activities in connection with this Contract or the Resident's activities at the Hospital, the Resident shall immediately report this receipt and submit the document to the HealthPartners Law Department (952-883-5175).
- 6.4.1.3 The Resident shall cooperate fully with Hospital administration, the Hospital's Department of Risk Management, all attorneys retained by that office, and all investigators, committees, and departments of the Hospital (including, but not limited to, the Office of Medical Education, Patient Services, Risk

Management, Quality Assurance, and Human Resources), particularly in connection with the (i) evaluation of patient care, (ii) review of an incident or claim, and/or (iii) preparation for litigation, whether or not the Resident is named a party to that litigation.

- 6.4.2 Health Insurance. The Hospital shall provide the Resident with health insurance during the term of this Contract. A description of the health insurance benefit is found in the document entitled "**Resident Physician Benefits**," a copy of which shall be provided to the Resident prior to the start of the Program. The most current Resident Physician Benefits document can be found on the HealthPartners website at <http://HealthPartnersInstitute.org> [Education➔Resident & Students➔Explore: Forms/Resources➔Residents-Resources: Resident Benefits and Stipends].
- 6.4.3 Disability Insurance. The Hospital shall provide the Resident with long-term disability insurance during the term of this Contract. In addition, the Hospital shall offer the Resident the option of obtaining short-term disability insurance, at the Resident's sole expense. A description of the long-term and short-term disability benefits is found in the Resident Physician Benefits document.
- 6.5 Confidential Support Services. The Hospital, Institute or Program shall facilitate the Resident's access to appropriate and confidential counseling, medical support services, and psychological support services.
- 6.6 Physician Impairment and Substance Abuse. The Institute *Impaired Resident/Fellow* policy (GME-10) governs resident physician impairment, including impairment related to substance abuse.
- 6.7 Discontinuation of Benefits. The Hospital reserves the right to modify or discontinue the plan of benefits set forth in the Resident Physician Benefits document at any time but any such change may be made on a prospective basis only.
- 6.8 Board Certification Opportunities. Residents who meet educational and performance criteria will be provided an opportunity to participate in appropriate board certification examinations that occur during the contract period specified in **Section 2.2**.

## **ARTICLE 7**

### ***Reappointment***

- 7.1 Reappointment/Promotion. Reappointment and/or promotion of the Resident to the next level of training is contingent upon several factors, including, but not limited to, (i) satisfactory completion of all training components, (ii) the availability of a position, (iii) satisfactory performance evaluations, (iv) full compliance with the terms of this Contract, (v) the continuation of the Hospital's and Program's Accrediting Bodies' accreditation, (vi) the Hospital's financial ability, and (vii) furtherance of the Hospital's objectives. The Institute *Resident Reappointment, Promotion and Program Completion* policy (GME-4), shall govern the reappointment and promotion of the Resident.
- 7.2 No Option to Renew. Neither this Contract nor the Resident's appointment hereunder constitutes an option to renew or extend the Resident's appointment to the Staff or Program, or a benefit, promise or other commitment that the Resident will be appointed to the Staff or Program for a period beyond the expiration or termination of this Contract.
- 7.3 Notice of Non-Reappointment. If the Institute elects not to reappoint the Resident to the Program and this Contract is not renewed, the Institute shall provide to the Resident written notice of such intent not to renew no later than four (4) months prior to the end of the Resident's current contract. [Refer to the Institute *Non-Renewal of Contract* policy (GME-15)].

- 7.4 Non-Reappointment Based on Institutional Factors. When non-reappointment is based on the Resident's unsatisfactory performance or noncompliance with the terms of this Contract, the procedures specified in Article 8 below shall be invoked prior to any such determination being final.
- 7.5 Hospital Closure/Program Elimination/Reduction in Force. If the Hospital and/or Program is eliminated, or there is a reduction in force, all Residents shall be subject to the Institute *Hospital Closure/Program Elimination/Reduction in Force* policy (GME-16). When non-reappointment is based on (i) the foregoing factors or (ii) reasons other than the Resident's performance or his/her compliance with the terms of this Contract, such non-reappointment shall be final and not subject to further appeal or review, and shall not be grievable under either (i) the Institute *Grievance Resolution* policy (GME-12) or (ii) the grievance procedures specified in Article 8 below.

## **ARTICLE 8**

### ***Evaluation of Resident Academic Performance Grounds for Discipline and Dismissal of the Resident Procedure for Discipline and Dismissal of Residents***

- 8.1 Evaluation of Resident Academic Performance. The assessment of the academic performance of the Resident shall be the responsibility of the Program Director, or his/her designee, and shall be conducted in accordance with the Institute *Evaluation of Residents* policy (GME-3).
- 8.2 Discipline and Dismissal of Resident for Academic Reasons. The Resident may be disciplined and/or dismissed from the Program for academic reasons and any such decision on that basis shall be final and binding; provided, however, that any discipline or dismissal of the Resident for unsatisfactory academic performance shall be subject to the procedures and the appeal process set forth in the Institute *Termination/Dismissal of Resident* policy (GME-14).
- 8.3 Grounds for Discipline/Dismissal of Resident. Grounds for discipline and/or dismissal of the Resident are specified in the Institute *Termination/Dismissal of Resident* policy (GME-14).
- 8.4 Pre-Discipline Procedures. Prior to the imposition of any discipline, including, but not limited to, written warnings, probation, suspension or termination from the Program, the Resident may avail him/herself of the procedures listed under "Informal Hearing" in the Institute *Fair Hearing Process* policy (GME-13).
- 8.5 Fair Hearing Procedures. After the imposition of any discipline, the Resident may avail him/herself of the Fair Hearing procedures listed under "Formal Hearing" in the Institute *Fair Hearing Process* policy (GME-13).

## **ARTICLE 9**

### ***Miscellaneous Provisions***

- 9.1 Access to Records. The Resident shall make available for a period of four (4) years following completion of the term of this Contract, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Contract as required by federal statute or duly promulgated regulations.
- 9.2 Non-Discrimination. The Program shall not discriminate against or harass any applicant for the Program or Resident because of race, color, creed, religion, national origin, gender, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Institute *Sexual and General Harassment* policy (GME-11) governs these matters.



- 9.3 Governing Law. This Contract shall be governed by the laws of the State of Minnesota, without regard to its conflict of interest rules.
- 9.4 Severability. The provisions of this Contract shall be considered as severable, and the Contract must be interpreted in a way that if any provision is held invalid, the rest of the Contract will remain in full effect unless the invalid provision would materially alter a party's interests or materially affect a party's ability to perform under the Contract.
- 9.5 Counterparts. This Contract may be executed in any number of counterparts. Each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Contract.
- 9.6 Entire Contract. This Contract contains the entire agreement between parties hereto and supersedes any prior understanding or agreements, oral or written, between them respecting the subject matter. Further, this Contract shall take precedence over any other Hospital document or procedure to the extent they are inconsistent with the terms of this Contract. No changes, modifications, amendments, additions, or qualifications to the terms of this Contract shall be made or be binding on the parties hereto unless made in writing and signed by each party.

We the undersigned have read and understand the above Contract and freely enter into this Contract.

**RESIDENT**

By: \_\_\_\_\_

Resident

Date: \_\_\_\_\_

**REGIONS HOSPITAL**

By: \_\_\_\_\_

Program Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Megan Remark  
President and Chief Executive Officer

Date: \_\_\_\_\_

<sup>[1]</sup> The Institute for Education and Research is licensed as a private career school with the Minnesota Office of Higher Education pursuant to Minnesota Statutes, sections 141.21 to 141.32. Licensure is not an endorsement of the institution. Credits earned at the institution may not transfer to all other institutions.

## **SCHEDULE 1.2**

### ***Components of the Residency Program***

- 1.2.1** Provide detailed educational goals and objectives that are utilized in the evaluation process.
- 1.2.2** Provide written evaluation procedures based upon measurable results.
- 1.2.3** Encourage periodic informal evaluations while the Resident is on a service.
- 1.2.4** Conduct formal evaluations of the Resident's progress at least every six (6) months with the findings in writing and co-signed by the Resident.
- 1.2.5** Maintain in confidence, but make available to the Resident, his/her recorded evaluations.
- 1.2.6** If the Resident is found to have an academic deficiency, counsel the Resident related to how to correct the deficiency and, if necessary, offer remedial education.
- 1.2.7** Provide for Resident representation in the policy-making and evaluation process.
- 1.2.8** Have written grievance procedures for all Residents.
- 1.2.9** Specify in this Contract the Resident's status, rights, duties and privileges.
- 1.2.10** Protect the Resident, the Program, patients, and the profession by conducting evaluations that are honest and straightforward.
- 1.2.11** Treat all Residents equally so that decisions are not considered arbitrary or capricious.
- 1.2.12** Document evaluations with underlying facts and details.
- 1.2.13** In the case where deficiency could lead to dismissal, inform the Resident in writing and counsel the Resident on how to correct the deficiency if possible.
- 1.2.14** Apply fairness in the daily operation of the Program.

## SCHEDULE 2.3.1

### ***Enrollment Documentation, Information and Program Eligibility Requirements***

- 2.3.1.1** A completed residency application.
- 2.3.1.2** An official medical school transcript(s) impressed with original medical school seal (unless transmitted electronically via ERAS). Official undergraduate transcripts may be an optional requirement of the Program.
- 2.3.1.3** A letter from the Dean of the medical school from which the Resident graduated; unless this requirement is otherwise waived by the Program Director, as evidenced below.
- Program Director to check the box and sign below if requirement specified in **Section 3** of this Schedule is waived
- PROGRAM DIRECTOR'S  
SIGNATURE \_\_\_\_\_
- 2.3.1.4** A minimum of \_\_\_\_\_ additional letters of reference from the following individuals: \_\_\_\_\_. Such letters of reference must be written in English or be accompanied by translations as specified in **Section 2.3.1.10** below.
- 2.3.1.5** Proof of U.S. citizenship, permanent resident status, or eligibility for valid J-1 visa (e.g., birth certificate, passport, naturalization papers, valid visa, etc.).
- 2.3.1.6** If the Resident is an international medical school graduate, a copy of current, and valid ECFMG Certificate.\*
- 2.3.1.7** A valid license or residency permit to practice medicine in the State of Minnesota.\*\*
- 2.3.1.8** A copy of the Resident's official USMLE or COMLEX transcript showing (a) each and every step of the USMLE or COMLEX that the Resident has taken, and (b) the test dates and test scores for each step of the USMLE or COMLEX taken by the Resident.
- 2.3.1.9** Such other and further information that the Hospital or Program may request in connection with the Resident's credentials.
- 2.3.1.10** Any document not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit acceptable to the Hospital.

\*The Resident shall provide a copy of a current and valid ECFMG Certificate of Eligibility (Form IAP 66) at the time this Contract is executed.

\*\*The Resident must provide this information at the start of the Program, not prior to the Commencement Date.