University of California, Riverside
Graduate Medical Training Agreement

The University of California, Riverside, School of Medicine (hereinafter called UCR SOM) and ____________________ (hereinafter referred to as Trainee), agree as follows:

I. TERM OF APPOINTMENT AND RENEWAL

UCR SOM appoints Trainee and Trainee accepts appointment to the graduate medical training program of ____________________ at the P____ level of training from ____________ to ____________. If Trainee is in satisfactory academic standing and is in compliance with UCR SOM policies, this term will automatically renew as Trainee advances through his or her training until his or her medical training is complete in the above described program unless UCR SOM provides notice of non-renewal or terminates the agreement.

II. TRAINEE OBLIGATIONS

Trainee shall devote professional time and effort effectively to perform duties assigned by the Trainee’s Program Director or designee, and agrees:

a) To perform satisfactorily the responsibilities and duties at the designated level of training, and such other services as may be required in the training program at the designated level of training.

b) To comply with the administrative and professional policies, procedures, rules and regulations of the UCR SOM, and the affiliated institution to which he or she is assigned. These policies may change from time to time.

c) Maintain the proper medical licensure as specified in the UCR SOM Licensure Requirement Policy.

d) To develop a personal program of self-study and professional growth with guidance from the teaching staff.

e) International medical graduates must have a current ECFMG certificate and must have a J-1 visa or provide proof of permanent residence status by the first day of orientation.

f) To participate in safe, effective and compassionate patient care under appropriate supervision of senior colleagues (residents and fellows) and attending physicians commensurate with the level of training.

g) To participate fully in the educational activities of the program, and as required, assume responsibility for teaching and supervising other residents and students.

h) To participate, where appropriate, in institutional programs and activities involving the medical staff and residents.

i) To participate, where appropriate, in institutional committees and councils, especially those that relate to patient care review activities.

j) To comply with any drug and alcohol abuse policy adopted by this program (which policy may provide for, among others things, evaluation and/or testing based on “reasonable suspicion” and/or random evaluation and/or testing).

k) To comply with the infectious disease prevention policies of the affiliated hospitals.

l) To seek appropriate professional help and care in case emotional or physical problems arise which might potentially affect the Trainee’s ability to perform his or her obligations under this Agreement.

m) To complete all records in a timely fashion.

n) To comply with the UCR SOM policy on moonlighting.

o) To conduct oneself professionally and be courteous at all times with the patients, colleagues and other hospital personnel.

p) To comply with UCR’s policy regarding intellectual property rights.

q) Not to engage in sexual harassment in any way.

r) To comply with the laws requiring background and criminal history checks.

s) To comply with the policies contained in the Resident Handbook and the UCR SOM institutional policies listed on the UCR SOM Graduate Medical Education web site www.gme.ucr.edu.

t) To comply with the practices, policies and procedures in the institution where assigned.
III. STIPENDS AND BENEFITS DURING THE TERM OF APPOINTMENT, UCR SOM AGREES:

a) To provide an annual stipend of ___________ in monthly payments, subject to UCR SOM’s various leave and absence policies. If the initial term is renewed, UCR SOM will pay Trainee the annual stipend determined by the UCR SOM.

b) To provide health and dental insurance, which requires a pre-tax payroll deduction, long term disability insurance, and life and accidental death and dismemberment insurance.

c) To allow Trainee up to one week of educational leave, without interruption of pay or benefits, contingent upon the approval of Trainee’s Program Director.

d) To allow an annual paid vacation of three weeks, provided that the vacation schedule does not conflict with the hospital policies and it is approved by the Program Director. Trainee may not carry over unused vacation to another term, and UCR SOM will not pay Trainee for unused vacation upon separation of employment or the end of Trainee’s term or Agreement.

e) To provide for legal defense and indemnification, within the limits of insurance in force, if Trainee is sued for medical malpractice occurring within the scope of his or her assignment.

IV. OTHER BENEFITS

Refer to the Resident Handbook and UCR SOM Policies for additional information concerning the following benefit and administrative policies; Family and Medical Leave Act, sick leave and the effect that leaves of absence have on program completion and board eligibility, duty hours, counseling and psychological support services, conditions for reappointment, grievance, harassment policies, and the conditions of call rooms, meals and laundry services.

V. TERMINATION

Upon determination by the Program Director that Trainee has not fulfilled his or her obligation under this Agreement, or that Trainee will not successfully complete the training program, UCR SOM may terminate the Training Agreement and dismiss Trainee from the program during the term of this Agreement by giving written notice of termination. This Agreement will not be terminated without first providing Trainee an opportunity to discuss reasons for dismissal. If not satisfied after such discussion, Trainee may appeal the termination by invoking the procedures set forth in paragraph 8.

VI. NON-PROMOTION

If the Program Director decides not to promote the Trainee to the next level of training, the Program Director shall notify the Trainee of his or her decision at least four months prior to the end of the then current Agreement term. However, if the reason(s) for the non-promotion occur(s) within the four months prior to the end of the Agreement term, the Program Director is required to provide the Trainee only with as much prior notice of his or her decision not to promote as the circumstances reasonably allow. Trainee may file a grievance according to the UCR SOM Complaint and Grievance Policy.

VII. NON-RENEWAL

If the Program Director decides not to renew the Trainee’s appointment for a subsequent term the Program Director shall notify the Trainee of his or her decision at least four months prior to the end of the then current Agreement term. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the Agreement term, the Program Director is required to provide the Trainee only with as much prior notice of his or her decision not to renew as the circumstances reasonably allow. Trainees may file a grievance according to the UCR SOM Complaint and Grievance Policy. A Trainee whose appointment is not renewed may appeal the decision by invoking the procedures set forth in paragraph 8.
VIII. APPEAL PROCESS

Trainee may initiate the procedures described herein to appeal the termination or non-renewal of contract pursuant to paragraph 5 or 7, but for no other purpose. Within 15 days of notice of non-renewal or termination, Trainee shall, in writing, notify the Program Director and the Associate Dean for GME (Designated Institutional Official (DIO)) of his or her desire to initiate hearing procedures hereunder. The Program Director shall, within 20 days of receipt of Trainee’s notice, submit written comments on the matter to the DIO. A Board of Appeals shall be established ad hoc to hear Trainee’s appeal of his or her termination or non-renewal. The issue for the Board is whether the Program Director had a reasonable basis for the decision to not renew or terminate the Trainee Agreement; the Board shall not conduct a de novo review of the Programs Director’s decision. It shall be composed of three faculty members, chosen by Trainee from a list of five faculty members selected by the DIO from UCR SOM programs other than the program in which Trainee is enrolled. The Board will elect a President. Within hearing at which the parties will be able to present their cases. The initial hearing shall be held as soon as reasonably practicable. Subsequent hearings may be scheduled if further consideration of the dispute is necessary. Board deliberations will be conducted in closed session. Aspects of this hearing procedure not governed by this Agreement shall be specified in procedures adopted by the Board of Appeals. Decisions of the Board on all matters, procedural and substantive, must be adopted by a majority of its members and shall be final and binding upon the parties.

IX. PROGRAM REDUCTION/CLOSURES

In the event of program reduction or closure, UCR SOM will make every effort to inform Trainee as soon as possible and to allow Trainee to complete his or her training. Reductions will be made first from the number of incoming Resident. If financial exigency requires a program to be closed, Trainee will be assisted in identifying and entering a program in which he or she can continue his or her training and education.

X. COMPLETE AGREEMENT

This Agreement constitutes the complete agreement between Trainee and UCR SOM and supersedes all prior written or oral agreements or representations by UCR SOM or anyone acting on its behalf. This Agreement shall not be amended except in writing signed by the DIO of UCR SOM.

Signed: ____________________________        Approved: ____________________________

Trainee’s Signature_________________ Date_________________

Program Director’s Signature ___________ Date ___________

UNIVERSITY OF CALIFORNIA, RIVERSIDE
SCHOOL OF MEDICINE

____________________________________
DIO’s Signature ______________________

Date ____________________________