

## Housestaff Employment Contract (2024-2025 Academic Year)

Date:

<<firstname>> <<lastname>>, <<credential>>  
<<program>>

Dear <<credentials>> <<lastname>>,

On behalf of the Virginia Commonwealth University Health System (“VCUHS”), I am pleased to offer you an appointment as a Resident/Fellow to the position of PGY <<PGY>> level in the Graduate Medical Education (“GME”) <<program>> training program for the period <<startdate>> through <<enddate>>. Your appointment includes employment with VCUHS, and your annual salary for this period will be <<compensation>>, less applicable deductions and withholdings. You will also be eligible for benefits in accordance with the applicable plan documents including health insurance, group life and disability insurance, and vacation, sick, and parental leave as detailed on the university website: <https://medschool.vcu.edu/education/gme/residents-and-fellows/>.

### **1. Conditions of Appointment**

As a condition precedent to your appointment to this position, you must provide VCUHS with evidence that you are able to lawfully work in the United States and successfully complete a credential and background check including a criminal background check. Your continuation in the program is contingent upon your:

- a. adherence to all applicable Virginia Commonwealth University (the “University”) and VCUHS practices, rules, bylaws, and regulations;
- b. adherence to all applicable federal, state, and local laws, as well as any and all pertinent standards set forth by your program, certifying specialty board, and program’s accrediting body (e.g., Accreditation Council for Graduate Medical Education (“ACGME”), Commission on Dental Accreditation (“CODA”), etc.) as applicable;
- c. continued satisfactory performance of your duties at VCUHS; and
- d. your full ongoing compliance with Virginia law(s) governing licensure.

You shall report to the Director of your GME training program (“GME Program Director”). Your educational and patient care responsibilities will be established by the program in accordance with the standards for graduate medical education set forth by the relevant accrediting organization (e.g., ACGME, CODA, etc.) and board certification body (e.g. American Board of Medical Specialties). You are responsible for, and hereby agree to perform, the duties of a resident/fellow in your program at VCUHS including, but not limited to, participating in the curriculum requirements of the program, participating in clinical programs, serving as an educator for medical students and other health professionals, and performing all duties that shall be established by the GME Program Director.

### **2. Compliance with University and VCUHS Policies**

As noted above, as a condition of your appointment, you will be subject to all applicable University, VCUHS, and VCUHS GME policies, practices, rules, bylaws, and regulations. Significant policies and procedures include, but are not limited to, the University and/or VCUHS policies and procedures which address completion of medical records, computer ethics, conflicts of interest, intellectual property, clinical and educational work hours, moonlighting, leave (vacation and sick leave), pre-employment drug testing, drug free workplace requirements, prohibition of harassment, reasonable accommodations for disabilities and religious beliefs and practices, assessment of performance (including conditions for reappointment and promotion), grievances and due process, infection control and mandatory vaccinations. It is your responsibility to be aware of and adhere to these policies and procedures, as well as others that may apply to you. Violations of policies and procedures, including the mandatory vaccination policy, may result in disciplinary action up to and including dismissal. Copies of policies and procedures, and further information regarding those that are applicable to you can be obtained from your GME Program Director, the VCUHS

GME Office, or by visiting our website at <https://medschool.vcu.edu/education/gme/residents-and-fellows/>. In the event of an inconsistency or conflict between any policies, the VCUHS and GME policies shall prevail and apply. Policies and procedures are subject to change and may be amended or revised as the University or VCUHS deem appropriate. Residents will not be asked or required to sign a non-competition agreement.

### **3. Resident/Fellow Responsibilities**

The Resident/Fellow shall:

- a. provide patient care (if applicable), under appropriate supervision, as assigned by the GME Program Director or his/her designee, consistent with the educational goals of the program and the highest standards of patient care (“patient care” includes responsibility for associated documentation in the medical record, which should be completed in a timely fashion and attendance at patient care rounds as assigned);
- b. make appropriate use of the available supervisory and support systems, seeking advice and input from the attending staff physician/s when and as appropriate.
- c. report to work fit for duty and able to perform clinical duties in a safe and effective manner. Fit for duty is defined as being physically and mentally capable of safely performing the essential functions of one’s job and being free from impairment by alcohol, drugs, or other cause.
- d. participate fully in the educational and scholarly activities of the training program as specified by the training program director, including attendance at didactic conferences, and other responsibilities which may include a research project, completion of examinations, maintenance of procedure logs, or other items;
- e. develop a personal program of learning to foster continued professional growth, with guidance from the teaching staff;
- f. participate in improving the quality of graduate medical education by submitting confidential written evaluations of the faculty, the program and the overall educational experience as requested; and by completing surveys from the GME Program Director (which will be kept confidential and/or anonymized as indicated on each survey), as requested.
- g. adhere to established practices, procedures and policies of the Hospital, the Hospital’s Medical/Professional Staff, the Department and affiliated training sites;
- h. abide by the institutional and program-specific resident work hours policies and accurately report his/her work hours; and
- i. comply with institutional requirements for annual educational programming, health and safety training, vaccinations, and TB testing.

Prior to completion of the program the graduate trainee shall satisfy the following requirements, and provide written documentation to the training program director, as applicable, upon request:

- (i) all requirements for board or other certification as published by the relevant American Board of Medical Specialties member board (if applicable);
- (ii) any outstanding documentation requirements or surveys required by the program; and
- (iii) any other program-specific requirements for completion of training.

These are conditions for issuance of a certificate of completion of the residency program.

### **4. Conditions for Reappointment and Promotion to a Subsequent PGY Level**

For multi-year training programs, the following conditions must be met for the resident/fellow to be promoted to the next level:

- a. Satisfactory completion of all clinical and educational components expected for the PGY level of training and attainment of the knowledge, skills, and behaviors necessary to progress to the next level of postgraduate training. This determination is made by the Program Director in consultation with the program’s Clinical Competency Committee.

- (i) In the event that a program director determines that a trainee is not meeting performance or behavioral standards, the program director may initiate corrective measures, which may include letters of concern and probation.
  - (ii) Non-renewals of contract and the dismissal process will follow the GME Assessment, Promotion, Discipline, and Dismissal Policy and VCUHS HR policies, as applicable. These policies address the grievance and due process procedures.
- b. Complete and pass the USMLE or COMLEX step 3 examination prior to the PGY-3 level in accordance with GME policy.

The program's curriculum and training are designed so that trainees will be eligible to take the relevant Board certification examination upon successful completion of the program. If a resident/fellow takes a leave of absence during training, then the program director will inform the trainee of any impact it will have on their training in order to remain eligible to take the relevant Board examination. Additional details can be found on the applicable Board's web site.

#### **5. Professional Liability Coverage**

The VCU Health System Authority is self-insured and provides professional liability (medical malpractice) insurance coverage for physicians and dentists in GME who are VCUHS housestaff members. Coverage is available for any claim arising out of health care or professional services provided to a patient by a member of the VCUHS housestaff while on duty as assigned in MCV Hospitals or one of the VCU Health System Authority's affiliated hospitals or programs or a rotation approved by VCUHS as part of the housestaff member's training curriculum. Coverage is not provided for any other health care or professional services (e.g., external moonlighting activities for MCV Associated Physicians or at outside facilities or institutions). Coverage is not provided for intentional misconduct including acts committed while intoxicated or under the influence of drugs or narcotics, criminal acts, sexual misconduct, or illegal activity. Coverage is available up to the limitation on recovery in the Virginia Tort Claims Act (if applicable); for claims to which the Virginia Tort Claims Act does not apply, coverage is available up to the amount of the medical malpractice cap on recovery contained in the Virginia Medical Malpractice Act. This coverage covers all costs associated with alleged medical negligence claims including indemnity payments, attorneys' fees, expert witness fees, and other expenses and defense costs. Coverage is provided for all alleged medical negligence claims that arise out of health care or professional services provided while the resident is enrolled in his/her training program, even if the claim is not asserted until after the resident completed or ceased participating in the training program (also known as "tail coverage"). This section does not exhaustively address VCU Health System Authority's terms and conditions of professional liability coverage. Members of housestaff may obtain additional details upon request and on an as needed basis.

#### **6. Employment Inquiries and Liability Waiver**

VCUHS frequently receives requests and inquiries related to your admission, participation in, and dismissal (as applicable) from its residency programs. This includes inquiries from employers, medical licensure boards, and other residency/fellowship programs. The paragraph below authorizes VCUHS to respond to these requests.

You agree to release from any and all liability, VCUHS and its affiliates, their respective employees, officers, directors, agents, and any third parties for any actions, recommendations, reports, statements, communications, or disclosures, whether oral, written or otherwise that are performed in good faith and without malice, regarding and/or related to your admission, participation in, and dismissal (as applicable) from VCUHS' residency program. This includes, without limitation, matters, inquiries, or letters of reference concerning your professional qualifications, credentials, medical knowledge, clinical competence, character, ethics or behavior and any other matter that might directly or indirectly have any effect on, or relate to, your abilities, education, competence, patient care, participation in another residency program, skills, or the orderly operation of any residency program, educational program, hospital or healthcare facility. This authorization includes the right for the VCUHS and its affiliates, and their respective employees, officers, directors, agents, to permit the inspection, provision, or disclosure of any

documents, recommendations, reports, statements, or disclosures relating to the above. You also expressly authorize VCUHS to release this information to any third parties and its employees, officers, directors and agents upon request.

#### **7. Consent to Internal Sharing of Confidential Information**

Due to your appointment with VCUHS, you recognize that the University, VCUHS and its affiliates have a legitimate need to know and share confidential employment and other information. In consideration of your employment, you hereby:

- a. authorize and consent to VCUHS, the University, VCU Health System Authority, and all affiliates sharing any of your confidential employment and other information in their knowledge, possession or control with one another;
- b. agree that sharing this information does not constitute the publication of such information to a third party under Virginia law

This consent also authorizes the University, VCUHS and its affiliates to share confidential employment information regarding any complaints or concerns about your behavior, conduct, character, or work performance in the context of any violation of University, VCUHS, or GME policies, practices, rules, bylaws, regulations, protocols, agreements or/and memorandums of understanding and orders.

Such information may include, but is not limited to: compensation records, benefits, medical and leave information, employment history, qualifications and ability, hospital and medical staff privileges, arrest records, performance, duties, attendance, character, academic record, behavior, attitude, any disciplinary issues perceived by them, or any other information that may impact your employment or employability in any way.

Further, you consent to and agree that VCUHS has a duty to investigate any and all complaints or concerns regarding your behavior, conduct, character, professionalism, or work performance including your interactions and rapport with colleagues, subordinates, and superiors. Accordingly, you consent to and agree that any information shared between the University, VCUHS and its affiliates for the purpose of such investigation(s) does not constitute the publication of such information to a third party under Virginia law.

#### **8. Suspension and Termination**

If the University or VCUHS determine that you have failed to comply with the terms and or conditions of this contract and/or any of the bylaws, policies, practices, rules, bylaws, regulations, protocols, agreements or/and memorandums of understanding and orders referenced herein, VCUHS reserves the right to terminate or temporarily suspend this contract per its sole discretion. Likewise, this contract may be suspended temporarily while the University or VCUHS is investigating whether you have failed to comply with the terms and/or conditions of this contract or any of the bylaws, policies, practices, rules, bylaws, regulations, protocols, agreements or/and memorandums of understanding and orders referenced herein.

#### **9. Governing Law and Dispute Resolution**

By accepting this appointment, you agree that all terms and conditions in this contract shall be governed by the laws of the Commonwealth of Virginia, without regard to any conflicts of law principles. In the event of an alleged breach of this contract or any dispute arising from or relating to this contract, the parties will abide by any applicable or governing internal grievance procedure.

#### **10. Opportunity to Review**

You acknowledge that you have carefully and fully read this contract, and fully understand and accept the contents of this contract. In light of this, you further acknowledge that any ambiguities in this contract shall not be construed against either party.

Please indicate your acceptance of this appointment under the terms and conditions stated above, by signing and returning this document to the VCUHS GME office. Offers are pending receipt of all appropriate paperwork by the published deadline. If VCUHS does not receive a signed copy of this contract from you within 20 days of the date of this contract, the offer stated here will be officially withdrawn and rescinded. Your signature on this contract indicates your acknowledgement of the information provided on the University GME website noted above. Should you have any questions regarding the enclosed information or the terms of this contract, please contact the GME office at (804) 828-9783 or via email at GMEadmin@vcuhealth.org.

By signing below, you acknowledge that you have read, understood, and agree to abide by the terms and conditions outlined above. Your appointment will be valid and binding upon approval by the Director for Graduate Medical Education. Best wishes for a productive year.

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Resident/Fellow Signature

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Date

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Brian M. Aboff, MD, MMM  
Designated Institutional Official  
Senior Associate Dean for Graduate Medical Education  
Director for Graduate Medical Education