

Resident Appointment Agreement (Sample)

2023-2024

This Appointment Agreement (“Agreement”) is made between Eastern Virginia Medical School (“EVMS”) and *Trainee Joe, MD* (“Trainee”).

In consideration of the mutual promises, covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Appointment. The Trainee is hereby appointed by EVMS to the position of PGY *3* as a Resident in the *Internal Medicine* program (the “Program”). Such appointment is conditioned upon the following:

1.1. Approval of the appointment in accordance with EVMS Graduate Medical Education Council (GMEC) Policies;

1.2. Successful completion of new hire and/or ongoing credentialing, including but not limited to:

1.2.1. EVMS’ review and acceptance of information from the Trainee’s criminal background check;

1.2.2. Trainee’s successful completion of the pre-employment drug screen;

1.2.3. Passing applicable medical licensing exams (USMLE, COMLEX or MCCQE), and

1.2.4. Receipt of a Virginia Medical License (if applicable).

1.3. Attendance at EVMS orientation for new trainees; and

1.4. Completion of training modules required by EVMS.

2. Duration of Appointment. The duration of the appointment for this Agreement shall be for a period beginning *July 1, 2023* (the “Effective Date”) and ending on *June 30, 2024* (the “Agreement Period”) unless terminated earlier pursuant to Section 6 of this Agreement.

3. Evaluation and Reappointment.

3.1. *Evaluation*. Trainee performance shall be evaluated with regard to their performance, knowledge, skills, satisfactorily progressing scholarship, and professional growth. Evaluations will be communicated to the Trainee in a timely manner.

3.2. *Reappointment and Promotion*. Reappointment and promotion to the next level of training is made at the recommendation of the Program Director and is contingent upon:

3.2.1. Meeting the standards, with or without an accommodation, as outlined in the Graduate Medical Education Programs Technical Standards Essential Abilities located at https://www.evms.edu/media/evms_public/departments/gme/gme_policies/Technical_Standards_Essential_Abilities.pdf

3.2.2. Trainee's satisfactory completion of all Program training components including, but not limited to, satisfactory performance evaluations;

3.2.3. Compliance with this Agreement;

3.2.4. Position and financial support availability; and

3.2.5. Continued Program accreditation.

3.3. *Non-renewal/Non-Promotion.* EVMS shall notify Trainee prior to the expiration of this Agreement if it intends not to renew this Agreement for an additional academic year or if the Trainee will not be promoted. Notice will be provided in accordance with the Evaluation, Promotion/Reappointment, remediation of Deficiencies, and Dismissal/Termination of Contract Policy located at https://www.evms.edu/media/evms_public/departments/gme/gme_policies/Non-Renewal_Non-Promotion.pdf. Notwithstanding the foregoing, failure to give such notice shall not operate in any way to extend the Agreement Period and shall not entitle either party to automatic reappointment or continuation of this Agreement.

4. Financial Support and Benefits.

4.1. EVMS agrees to pay the Trainee a monthly stipend that equates to an annual amount of **\$50,000**, in accordance with the stipend rates posted on https://www.evms.edu/education/gme/stipend_rates_benefits/stipend_rates/. Stipends posted are subject to change without advance notice. All stipends are paid in twelve equal monthly installments in accordance with applicable EVMS payroll policies.

4.2. Trainee is entitled to leave, health insurance for Trainee and their eligible dependents, disability insurance, professional liability insurance, and other benefits as outlined at https://www.evms.edu/education/gme/stipend_rates_benefits/benefits/. A summary of pertinent information regarding professional liability coverage can be found at https://www.evms.edu/media/evms_public/departments/gme/gme_policies/Insurance_Professional_Liability.pdf.

5. Trainee Responsibilities. Trainee agrees to:

5.1. Under the supervision of the teaching staff, provide safe, effective and compassionate patient care, commensurate with Trainee's level of education and experience.

5.2. Perform satisfactorily and to the best of their ability the customary duties and obligations of their Program as assigned by their Program Director and established by the training program's standards of performance as further outlined at https://www.evms.edu/media/evms_public/departments/gme/gme_policies/Trainee_Responsibilities.pdf.

5.3. Review and abide by the terms and conditions of this Agreement, and the policies of EVMS, EVMS Graduate Medical Education, and the Program.

5.4. Abide by the bylaws, rules and regulations of EVMS affiliated hospitals or other training sites to which Trainee may be assigned;

5.5. Refrain from accepting fees from any patient or third-party payor for services rendered at any affiliated training sites.

5.6. Conduct themselves in a manner that exhibits good moral, ethical, and professional character.

5.7. Participate fully in the educational and scholarly activities of the Program and, as authorized by the teaching staff, to assume responsibility for teaching and supervising other residents and students.

6. Termination.

6.1. *Termination by EVMS.*

6.1.1. EVMS may terminate this Agreement immediately if Trainee should fail to:

6.1.1.1. Provide documentation in support of Trainee's eligibility, credentials, or background;

6.1.1.2. Demonstrate authorization to work in the United States and/or to obtain and maintain appropriate visa status;

6.1.1.3. Complete and pass a criminal background check in accordance with the EVMS Criminal background check policy located at https://www.evms.edu/media/evms_public/departments/gme/gme_policies/Criminal_Background_Check_Policy.pdf.

6.1.1.4. Timely complete EVMS training requirements, activities and forms as mandated by EVMS Graduate Medical Education.

6.1.1.5. Failure to obtain or maintain licensure for postgraduate medical training under the laws of the Commonwealth of Virginia;

6.1.2. Trainee's participation in the Program may be terminated by EVMS if the Trainee's participation in the Program places the health or safety of EVMS or training site patients, employees, students, trainees or visitors in jeopardy, or to prevent further Program disruption by a Trainee who has failed to adequately correct their deficiencies in performance or conduct.

6.2. *Termination by Trainee.* Trainee may terminate this Agreement for any reason with ninety (90) days' prior written notice to the Program Director.

7. Grievance and Due Process. EVMS provides all trainees with due process to ensure that adverse actions related to trainee advancement in their Program are not arbitrary and capricious. Trainees may grieve any action related to their advancement through the educational program including non-promotion, non-renewal of this Agreement or termination through the GME Grievance and Due Process Procedures, at https://www.evms.edu/media/evms_public/departments/gme/gme_policies/Due_Process_Appeal_and_Grievance.pdf

8. Miscellaneous.

8.1. Effects of Extended Leave. Trainee expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program, ACGME, and/or Board certification requirements further outlined in Effects of Extended Leave Policy at https://www.evms.edu/media/evms_public/departments/gme/gme_policies/GME_Policy_Effects_of_Extended_Leave_December_2022.pdf.

8.2. Policy Acknowledgements. Trainee hereby acknowledges the responsibility to read and familiarize themselves with all policies and procedures of EVMS and the GME Program, and Trainee further acknowledges receipt and obligation to abide by the following select policies:

8.3. The EVMS Non-Discrimination and Anti-Harassment Policy, [https://www.evms.edu/media/departments/leadership/general_counsel/Non-Discrimination_and_Anti-Harassment_Policy_\(BOV_Approved_15_SEPT_20\).pdf](https://www.evms.edu/media/departments/leadership/general_counsel/Non-Discrimination_and_Anti-Harassment_Policy_(BOV_Approved_15_SEPT_20).pdf).

8.4. The EVMS Title IX Policy on the Resolution of Allegations of Sexual Harassment, [https://www.evms.edu/media/departments/leadership/general_counsel/Resolution_of_Allegations_of_Sexual_Harassment_Policy_\(Updated_Oct_2021_BOV_Approved_Sept_2020\).pdf](https://www.evms.edu/media/departments/leadership/general_counsel/Resolution_of_Allegations_of_Sexual_Harassment_Policy_(Updated_Oct_2021_BOV_Approved_Sept_2020).pdf).

8.5. The EVMS Drug and Alcohol Abuse Prevention Policy, [https://www.evms.edu/media/evms_public/departments/general_counsel/Drug_and_Alcohol_Abuse_Prevention_Policy_\(OGC_Approved_17OCT22\).pdf](https://www.evms.edu/media/evms_public/departments/general_counsel/Drug_and_Alcohol_Abuse_Prevention_Policy_(OGC_Approved_17OCT22).pdf).

8.6. The EVMS Graduate Medical Education Policy on Moonlighting External and Added Stipend Electives at

https://www.evms.edu/media/evms_public/departments/gme/gme_policies/Moonlighting_External_and_Added_Stipend_Electives.pdf

8.7. The EVMS Disability Accommodations Policy, https://www.evms.edu/media/evms_public/departments/gme/gme_policies/Disability_Accommodations_Policy_2022.pdf

8.8. Board Examinations. The criteria and eligibility for board examinations vary by Program. Information about Trainee eligibility for board examinations may be obtained from the Trainee's Program.

8.9. Notices. Any notices related to this Agreement shall be deemed proper if given in writing and hand delivered, sent via delivery (for which written confirmation of delivery can be obtained from the carrier); or sent by registered or certified U.S. mail, return receipt requested at the following addresses:

If to EVMS:	EVMS Attn: Vice Dean of Graduate Medical Education Waitzer Hall 735 Fairfax Avenue, Suite 1017C Norfolk, VA 23507
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If to Trainee: At the address in the designated signature block or hand delivered to Trainee by the Program.

8.10. Governing Law/Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws provisions. The parties hereby agree that the sole and exclusive venue for any lawsuit arising out of or relating to this Agreement shall be in the Circuit Court of Norfolk, Virginia.

8.11. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

8.12. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other term or provision hereof and this Agreement shall continue in full force and effect and shall be enforceable in accordance with its terms.

8.13. Assignment. The services provided by Trainee under the terms of this Agreement are personal and may not be transferred or assigned by Trainee. EVMS may assign or transfer its

rights or obligations hereunder to any entity controlled by or under the common control of EVMS, or any entity subsequently controlling or operating all or substantially all of the assets of EVMS.

8.14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and, when taken together, shall constitute one original instrument.

8.15. Entire Agreement. This Agreement, including the references and amendments thereto, contains the entire Agreement and understanding between the parties and supersedes all prior Agreements relating to the subject matter hereof, and may be modified only by a written instrument duly authorized and executed by both parties or as provided herein.

The parties, through their duly authorized representatives, have executed this Agreement as of the date stated below by their signatures but effective as of the Effective Date stated above.

TRAINEE

By: (Trainee Signature)_____ Date: _____
Print Name: _____
Address: _____
City, State, Zip: _____
Phone: _____

PROGRAM DIRECTOR

By: (PD Signature)_____ Date: _____

EASTERN VIRGINIA MEDICAL SCHOOL

By: (GME Signature)_____ Date: _____
GME Program Administrator