UNIVERSITY OF MARYLAND MEDICAL CENTER

**RESIDENT/FELLOW CONTRACT**

**I. The Resident's/Fellow’s Contract**

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**Resident/Fellow Name:**

**UMMC Training Program:**

**PG Year:**

**Annual Salary:**

**Duration of Appointment:**

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The University of Maryland Medical Center, LLC (“UMMC”), an affiliate of the University of Maryland Medical System Corporation, has offered a position in the UMMC Training Program set forth above (“Program”) to the above-named individual (“Resident/Fellow”) for the above-captioned salary and Resident/Fellow has agreed to accept the position on the terms and conditions above and as follows:

**II. The Resident/Fellow Responsibilities**

2. With guidance from the teaching staff, the Resident/Fellow will develop a personal program of self-

study and professional growth.

B. Under the supervision of the teaching staff, the Resident/Fellow will provide safe and appropriate care for patients, commensurate with his/her level of education, ability and experience as determined by the teaching staff.

C. The Resident/Fellow will perform the duties prescribed by the Program in a competent, efficient, satisfactory, humanistic and courteous manner in strict accordance with the professional and ethical standards of the medical profession.

D. The Resident/Fellow will participate fully in the educational and scholarly activities of his/her Program and, as authorized by the teaching staff and assume responsibility for teaching and supervising other residents/fellows and students.

E. The Resident/Fellow will comply with practices, guidelines, procedures, and policies of UMMC, the Bylaws and Rules and Regulations of its Medical Staff, and all guidelines, policies, procedures, by-laws, rules and regulations of any institutions or clinical sites to which he/she is assigned (“Assigned Sites”), including without limitation the practices of the University of Maryland Faculty Physicians, Inc. Such policies shall include, but not be limited to, those concerning confidentiality of protected health information and conflicts of interest.

F. As directed by his/her Program Director, the Resident/Fellow will provide services and participate in all activities at the Resident/Fellow’s Assigned Sites as part of the UMMC Graduate Medical Education Program.

G. The Resident/Fellow will comply with all applicable federal laws and the laws of the State of Maryland, including, but not limited to, those relating to the practice of medicine or dentistry as appropriate.

H. If the Resident/Fellow is a graduate of a foreign medical school, the Resident/Fellow will provide UMMC with a copy of the certificate issued by the Educational Council for Foreign Medical Graduates prior to the commencement of his/her appointment. Failure to provide this certificate to UMMC will result in automatic and immediate revocation of the Resident/Fellow’s appointment. The Resident/Fellow shall satisfy all requirements for employment by UMMC. Resident/Fellow shall satisfactorily complete all Program requirements for promotion to subsequent PG years.

1. As required by the UMMC employment process, the Resident/Fellow shall present, no later than the commencement date of his/her appointment, evidence of his/her identity and authorization to work in the United States as required by federal law. Failure to provide this evidence will result in denial/revocation of the Resident/Fellow’s appointment. If Resident/Fellow’s work authorization documents expire, he/she shall provide UMMC with current authorization documents prior to such expiration for reverification by UMMC. If Resident/Fellow fails to provide such authorization documents, this Contract may be terminated by UMMC immediately.
2. The Resident/Fellow will provide, in a timely manner, all information requested for purposes of credentialing by UMMC Medical Staff. Failure to provide this information may result in denial/revocation of the Resident/Fellow’s appointment.
3. As required by the UMMC employment process, the Resident/Fellow will satisfy all health requirements for employment by providing evidence of compliance with all immunization, tuberculosis and drug testing requirements of UMMC. The Resident/Fellow understands that his/her employment is contingent upon successful completion of a pre-employment health assessment in accordance with the Employee Health Service Pre-Employment Assessment Policy (Policy # GMS-K) and compliance with the Physician Impairment and Counseling Services Policy (Policy # GMS-M).
4. The Resident/Fellow will participate in evaluations of the Program and the quality of its instruction.

1. The Resident/Fellow will develop an understanding of ethical, socioeconomic and medical/legal issues that affect Graduate Medical Education and of how to apply cost containment measures in the provision of patient care. The Resident/Fellow will also participate in quality improvement activities related to his/her clinical service.

1. The Resident/Fellow will participate in institutional committees and councils, especially those which relate to patient care review activities, as determined by the Program in consultation with appropriate physician leadership.

1. The Resident/Fellow will participate in videotaping, photographing, filming, recording or other permanent preservation of mock drills, direct patient care, or other parts of his/her responsibilities under this Contract and consents to use of this material for any purpose.

1. The Resident/Fellow will attend and participate in Risk Management presentations and comply with the policies, procedures and guidelines as a condition of professional liability coverage through the Maryland Medicine Comprehensive Insurance Program (MMCIP). Failure to comply with the MMCIP policies, procedures and guidelines may result in suspension of insurance coverage and suspension or termination of the Resident/Fellow.
2. The Resident/Fellow will participate in Infection Control education and comply with all health or safety requirements mandated by the Maryland Occupation Health & Safety Program, applicable state and federal law, and UMMC.
3. The Resident/Fellow will attend and participate in presentations about compliance, including but not limited to compliance with the Health Insurance Portability and Accountability Act (HIPAA), and confidentiality of patient health information.

1. The Resident/Fellow will complete all mandatory UMMC Annual Training assigned in May/June by September 1st. If on approved leave of absence with a return date expected after September 1st, the deadline will be extended for 30 days following the date the Resident/Fellow returned to work. Residents/Fellows on approved leave with a return date prior to September 1st must complete the Annual Training by the specified deadline of September 1st unless an alternate date or extension is approved by GME. Residents/Fellows who fail to complete the Annual Training by the deadline stated will be considered non-compliant and will be given a final written warning and suspended from work without pay. Once this has occurred, the resident/fellow will be given 14 calendar days to complete the Annual Training. Failure to complete the Annual Training after 14 days will result in separation from employment with UMMC.
2. Residents/Fellows will comply with all UMMC Human Resources policies. The Human Resources policies can be found on HR Connections or on the UMMC Insider page.
3. The Resident/Fellow will perform his/her duties under this Contract during such hours as the Program Director may direct in accordance with UMMC’s Duty Hours Policy (Policy # GMS-P). Duty hours, although subject to modification and variation, depending on the clinical area of assignment and/or urgent circumstances, shall be subject to applicable state, federal, and the Accreditation Council on Graduate Medical Education (ACGME) requirements. Resident/Fellow will log and submit duty hours in MedHub, the resident/fellow data management system used by all UMMC GME training programs.

If a scheduled duty assignment is inconsistent with this Contract or the Duty Hours Policy, the Resident/Fellow shall bring that inconsistency first to the attention of the Program Director for resolution. If the Program Director does not resolve the inconsistency, it shall be the obligation of the Resident/Fellow to notify the Director of the UMMC Graduate Medical Education office of the inconsistency, who working with the Graduate Medical Education Committee, shall take the necessary steps to address the inconsistency.

## Resident/Fellow acknowledges and agrees that any and all inventions, whether or not patentable, processes,

## trade secrets, data, improvements, patents and/or other intellectual property relating to Resident/Fellow's employment or otherwise arising from his/her employment, conceived or first reduced to practice, as the case may be, during his/her employment (“Inventions”), without further remuneration shall be the property of UMMC’s parent, the University of Maryland Medical System Corporation (“UMMS”). Resident/Fellow agrees that all Inventions will be promptly and fully disclosed to UMMC, in writing and any and all legal interest in such Inventions assigned to UMMS. Resident/Fellow agrees to cooperate with UMMS, at UMMS’s expense by promptly executing any documents or carrying out any acts that may be required to vest the rights in or to Inventions in UMMS and otherwise to enable UMMS fully to protect its intellectual property. Sharing of net revenue or equity from Inventions (if any) shall be determined by contract (if sponsored), UMMS policy, or on a case-by-case basis as appropriate under the circumstances.

**III. Conditions for Reappointment**

The term of this Contract shall be the Duration of Appointment indicated in Section I above, subject to the termination provisions hereof. The Resident/Fellow acknowledges and agrees that there is no guarantee of a position as a resident/ fellow for any subsequent years of education and training regardless of the total length of the Program to which the Resident/Fellow was appointed. Any reappointment of the Resident/Fellow will be based on satisfactory performance evaluations completed at least semi-annually by the Program Director or his/her designee. Reappointment is not guaranteed. If a decision is made not to promote a written notice of this intent will be provided to the Resident/Fellow by the Program Director in accordance with UMMC’s Institutional Commitment Policy for Graduate Medical Education (Policy # GMS-B).

If a decision is made not to renew the Contract, a written notice of intent not to renew a Resident’s/Fellow’s contract will be provided by the Program Director in accordance with UMMC’s Institutional Commitment Policy for Graduate Medical Education (Policy # GMS-B).

If the Resident/Fellow decides not to seek renewal of this Contract for a subsequent year of residency, Resident/Fellow shall make every effort to provide the Program Director written notice of such decision no less than one hundred and twenty days (120) prior to the expiration of this Contract.

**IV. UMMC's Responsibilities:**

A. In General

UMMC sponsors a Graduate Medical Education Program. UMMC provides a suitable environment and educational program that meets the institutional requirements of ACGME and other accrediting bodies. UMMC’s ACGME-accredited programs and non-ACGME accredited programs are in substantial compliance with the accrediting bodies’ Program Requirements and the applicable Institutional Requirements. UMMC will award a Certificate of Completion to the Resident/Fellow upon successful completion of a multi-year program or part of a training program successfully completed at UMMC. Neither UMMC nor any of its GME sponsored training programs will require a resident/fellow to sign a non-competition guarantee or restrictive covenant.

B. Compensation

UMMC will pay Resident/Fellow on a biweekly basis. Salaries are subject to all deductions required by state and federal law and such other deductions as Resident/Fellow may authorize.

C. Professional Liability Insurance

UMMC will provide professional liability insurance coverage through MMCIP for the authorized activities of the Resident/Fellow under this Contract. Coverage details are available from MMCIP’s Office of Risk Management. The professional liability coverage for the Resident’s/Fellow’s activities provides legal defense and protection against awards from claims reported or filed during participation in UMMC sponsored programs, or after completion of the program(s) if the alleged acts or omissions of a resident/fellow are within the scope of the program(s). This coverage is subject to such requirements, conditions and limitations of MMCIP as may exist from time to time. It also requires cooperation in assisting the Office of Risk Management in the defense of a suit or claim and in providing of notice to MMCIP when aware of a potential or actual suit or claim in which the Resident/Fellow may be involved. Any moonlighting by the Resident/Fellow is not covered through MMCIP.

D. Benefits

Resident/Fellow shall be eligible to participate in UMMC’s employee benefit plans pursuant to the terms of the applicable plan documents, as may be changed from time-to-time in the sole discretion of UMMC. A description of available benefits can be found in Attachment A to this Contract.

E. Medical Records

UMMC or other Assigned Sites will provide systems that document the patient's illness and treatment, and are adequate to support the Resident's/Fellow’s education, participation in quality improvement activities, and provide a resource for appropriate scholarly activity. Resident/Fellow is required to and will complete all medical records accurately, timely and in accordance with the policies and procedures of UMMC and of the respective Assigned Sites participating with UMMC in the Graduate Medical Education Program.

F. On-Site Sleeping Quarters

UMMC and other Assigned Sites provide adequate on-site sleeping quarters as needed for the Resident/Fellow when on-call.

G. On-Call Food Services

UMMC provides a cafeteria and fast food services during regular dining hours. During off-hours, fast food services and vending machines located throughout UMMC are available. Reimbursement or the use of meal tickets for food when the Resident/Fellow is on-call is at the discretion of the UMMC clinical service.

H. Uniforms and Laundry Service

UMMC will provide adequate uniforms and laundry services for such uniforms for the Resident/Fellow. No personal laundry service for Resident/Fellow or his/her family will be provided.

I. General Call Schedule and Schedule of Assignments

UMMC promotes patient safety and resident education through faculty availability and resident duty hour assignments that are developed by each Program in accordance with UMMC’s Duty Hours Policy #GMS-P. As determined by individual services, the Resident/Fellow will receive reasonable notice of hours of duty, work assignments and on-call schedules.

J. A Safe Working Environment

UMMC promotes a safe working environment through the departmental safety officer program, camera surveillance, and staff education concerning institutional and personal safety guidelines.

K. Residency/Fellowship Closure/Reduction

In the event of a residency/fellowship closure or reduction, it will be addressed as set forth in the UMMC Institutional Commitment Policy for Graduate Medical Education (Policy #GMS-B).

L. Requests for Accommodations Related to Disabilities

UMMC is an equal opportunity employer. A Resident/Fellow who has a medical condition that may interfere with their ability to perform the essential functions of their position may request reasonable accommodations through the Resident/Fellow’s Program, GME or UMMC’s Department of Human Resources. Requests for reasonable accommodation will be evaluated in compliance with applicable federal, state, and local laws. Additional information regarding the reasonable accommodation of disabilities, including the minimum essential functions of all resident/fellow positions at UMMC, are found in UMMC’s Policy on Technical Requirements for Applicants and Residents (GMS-Q).

1. Policies

UMMC may modify or amend at any time its personnel or GMS policies, including those referenced in this Contract.

**V. Professional Activities Outside the Educational Program**

Resident/Fellow shall comply with UMMC’s Extracurricular Employment Policy/Moonlighting (Policy #GMS-1). The Resident's/Fellow’s services shall be devoted solely to advancing the clinical and educational program. Moonlighting is prohibited, unless expressly approved in writing by the Resident's/Fellow’s Program Director prior to the performance of any moonlighting. All professional activity outside the educational programs is prohibited except in accordance with the Extracurricular Employment Policy/Moonlighting (Policy # GMS-I). The Resident/Fellow shall report all moonlighting activities and actual moonlighting hours worked to the Program Director at intervals (e.g., weekly) specified by the Program Director. UMMC provides no professional liability coverage for moonlighting.

**VI. Evaluations**

The Resident/Fellow’s performance will be reviewed and evaluated by the Program’s faculty at least semiannually. The Program Director, or the Director's designee, will review the Resident’s/Fellow’s overall progress toward the Resident's/Fellow’s educational objectives. Written summary evaluations will be provided and maintained by the program in accordance with UMMC’s Evaluation and Advancement of Residents Policy (Policy # GMS-G). An unsatisfactory evaluation may result in required remedial activities, temporary suspension, non-promotion, non-renewal or termination from the Program.

**VII. Guarantee of Due Process**

UMMC has established a policy and procedure for contesting academic or other disciplinary action that could result in suspension, non-renewal of a resident or fellow’s Contract, non-promotion of a resident or fellow to the next level of training, dismissal or any other action that could significantly threaten a resident or fellow’s intended career development.

UMMC will provide the Resident/Fellow with an opportunity to appeal such action in accordance with the Due Process Appeal Procedure Policy (Policy # GMS-C). A resident or fellow who elects to resign from his/her program in lieu of termination or similar action is eligible to appeal the action that prompted the resignation. The Grievance Procedure (Complaint Procedure) (Policy # GMS-Z) is also available to the Resident/Fellow for the adjudication of Resident/Fellow complaints and grievances related to work environment or issues related to the Program or faculty that are excluded under the Due Process Appeal Procedure referenced above.

Complaints alleging discrimination or harassment on the basis of race, gender, color, creed, sex, national origin, disability, age, sexual orientation, gender identity, military status, marital status, for engaging in protected activity, or any other status protected by law will be referred to UMMC’s Human Resources Department for investigation.

**VIII. Release of Information**

The Resident/Fellow consents to UMMC seeking independent verification of his/her graduation from medical, dental or pharmacy school and other residency or training programs. On request, the Resident/Fellow will present evidence of his/her successful graduation from medical/dental/pharmacy school or successful completion of other residency/fellowship or training programs. The Resident/Fellow understands that UMMC will conduct an independent background check. If any negative information is identified, the Program Director will offer the Resident/Fellow an opportunity to discuss the results of the background check before taking action. The Resident/Fellow acknowledges and agrees that his/her participation in the Program and any contractual obligation to employ and train him/her are contingent upon Resident’s satisfactory cooperation and successful completion of the credentialing process, including but not limited to the background check and verification of education and other training programs.

# IX. Termination of Contract

UMMC reserves the right to terminate this Contract or to take other action including, but not limited to, suspension of Resident/Fellow’s participation in the Program if: (A) the Resident/Fellow breaches any term or condition of this Contract; (B) it is discovered that material facts presented by Resident/Fellow at the time of application or re-application are misleading or untrue; (C) Resident/Fellow’s employment is terminated, subject to the due process requirements; (D) Resident/Fellow fails to meet the performance or conduct standards of the Residency Program or to make reasonable progress towards those standards; (E) Resident/Fellow violates the rules, regulations, policies or procedures of UMMC, including but not limited to employee policies; (F) Resident/Fellow is convicted or enters a plea of guilty or nolo contendere to a felony or misdemeanor or any crime involving moral turpitude; (G) Resident/Fellow places the welfare of any patient in jeopardy; (H) Resident/Fellow’s actions are not commensurate with good medical practice; (I) Resident/Fellow fails to obtain and maintain applicable licenses or certifications or disciplinary action is imposed on Resident/Fellow by a licensing board; (J) Resident/Fellow displays conduct not commensurate with good moral standards including, but not limited to, unprofessional conduct; (K) it is believed that Resident/Fellow’s capacity is diminished by the use of drugs or alcohol; (L) Resident/Fellow fails to fulfill residency/fellowship responsibilities; (M) Resident/Fellow fails to obtain and maintain professional liability insurance through MMCIP: or (N) Resident/Fellow fails to keep charts, records and reports, accurate, current and signed, including discharge summaries. If the Resident/Fellow is suspended, the Resident/Fellow’s pay may be suspended for the duration of the suspension.

In the event that this Contract is terminated by UMMC pursuant to this Section IX, the Resident/Fellow shall be entitled to appeal rights and procedures accorded to residents in accordance with the Due Process Appeal Procedure Policy (Policy # GMS-C).

The Resident/Fellow is advised that UMMC is required to report certain disciplinary actions taken with respect to Residents or Fellows, including resignation in lieu of disciplinary action, to the Maryland Board of Physicians pursuant to Section 14-413, of the Health Occupations Article, Annotated Code of Maryland.

**X. Acknowledgement**

Resident/Fellow acknowledges receipt of the UMMC Graduate Medical Education policies, UMMC HR policies and other policies referenced herein, via the internet or the Graduate Medical Education office as set forth in the Addendum to this Contract and understands that he/she is required and responsible for reading and understanding such policies as a condition of entering into this Contract.

Resident/Fellow’s signature below indicates that Resident/Fellow has read, understands and agrees to abide by such policies.

**XI. General Provisions.**

This Contract may be amended by mutual written Contract of the parties. In addition, UMMC may amend this Contract upon ten (10) days advance notice to Resident/Fellow and if Resident/Fellow does not provide a written objection to the GME office within such ten (10) day period, then the amend­ment shall be effective at the expiration of the ten (10) day period. If Resident/Fellow does object to the amendment, then UMMC, in its discretion, may terminate this Contract.

This Contract shall be governed by and construed in accordance with the laws of the State of Maryland.

The invalidity or unenforceability of any terms or conditions hereof shall in no way effect the validity or enforceability of any other term or condition herein.

The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach thereof.

This Contract shall be binding upon the parties, their heirs, successors and assigns.

**IN WITNESS WHEREOF,** UMMC and Resident/Fellow have caused this Contract to be executed as follows:

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**Resident/Fellow Signature** **Date**

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**Graduate Medical Education Representative Signature** **Date**

Attachments include: Addendum to Resident/Fellow Contract

Attachment A & B

Addendum to The Resident/Fellow Contract

Concerning Graduate Medical Services (GMS) Policies

For those Resident/Fellows with internet access, the policies referenced in the Resident/Fellow Contract can be obtained by following these instructions:

1. Go to website http://www.umm.edu/professionals/gme
2. Click on the folder “Graduate Medical Education Policies”
3. Click on each policy to review and/or print them

For those Resident/Fellows without Internet access, please contact the Graduate Medical Education office at 410-328-0978 or 410-328-1004 to request the policies and include the Resident/Fellow’s name and interoffice or mailing address.

**Attachment A**

SUMMARY OF RESIDENTS’/FELLOWS’ BENEFITS

**FOR RESIDENTS AND FELLOWS NOT ON UMMC PAYROLL**

Residents/Fellows who are **not** on the UMMC payroll must contact their Human Resources and/or Payroll Office to determine the benefits available to them under the terms of their employment.

**FOR RESIDENTS AND FELLOWS ON UMMC PAYROLL**

UMMC provides benefits to UMMC employed residents and fellows scheduled to work 40 or more hours per biweekly pay period. Health, dental & vision benefits will be effective on the first day of your employment, **as long as you** complete your enrollment within 31 days of your employment start date. If you fail to enroll, your next opportunity will be during the annual open enrollment period, typically held in May, unless you have a qualifying life event that affects your eligibility for these benefits. Qualifying life event changes must be submitted online through **HR*Connections***within 31 days of the qualifying life event or the change won’t be allowed (see Attachment B).

Costs of these plans are either paid by UMMC or shared with the employee as described below which

provide an overview of the benefits; all benefits described herein are subject to the applicable terms and conditions of coverage and UMMC policies and procedures.

**HEALTH CARE PLANS**

UMMC offers three health plan choices and the flexibility to waive coverage if you have insurance elsewhere. All of the plans are contributory for all levels of coverage. All three plans — **Gold, Silver and Bronze** — will pay higher benefits, and cost you less money out of pocket if you go to a physician or hospital in the UMMS Choice Network.

* The Gold Plan cost more out of your paycheck, and has the highest level of coverage with fewer out-of-pocket expenses at the time of service.
* The Silver Plan has a lower cost out of your paycheck but higher costs at the time of service.
* The Bronze Plan is a high-deductible option, meaning you will pay out of pocket for all of your expenses until your deductible is met. However, the premiums are lower. *(Deductible does not apply to preventative care services.)*
* Employees enrolled in the Bronze Plan also have the option of utilizing a Health Savings Account (HSA). HSAs are like personal savings accounts used specifically for health care expenses.

**Prescription Drug Benefits** - All of the health care plans offer prescription benefits.

**DENTAL CARE PLAN**

There are two dental plans to choose from, a standard plan and an enhanced plan. Both plans are through Delta Dental and provide a variety of services up to a maximum of $1,250 for the basic plan and $2,000 for the enhanced plan per member each plan year. For some services there is a plan year deductible of $50 for individuals and $150 per family. The employee contributes toward the cost of the plan.

**VISION PLAN**

Vision plan benefits are provided through EyeMed. You may receive services and materials from any licensed optometrist, ophthalmologist, or dispensing optician, including those in retail locations. If you see a provider in the EyeMed network, you pay only copays (fixed-dollar amounts) for a vision exam and standard eyeglass lenses and get discounted pricing for other services and materials.

**Coverage Ends** on the last day of the month in which the termination or status change to a non-benefits eligible position is effective. If you have been on a leave for a continuous 12 months, benefits will end on the last day of the month in which the 12-month period is reached.

**PAY DUE TO ABSENCES OR ILLNESSES**

Residents and Fellows accrue 15 days of sick time per year. If you are sick or injured and cannot work you must apply for short-term disability. See Policy GMS-E Leave of Absence Benefits

**DISABILITY INSURANCE**

UMMC provides you with Short and Long Term disability income protection. Benefits are available if you are determined to be disabled as defined by the Plan.

The **Short-Term Disability** plan covers benefit-eligible residents and fellows scheduled to work 40 or more hours per pay period. You are eligible to receive 100% of your weekly base salary for up to six weeks **once** during your GME recognized training program. If your leave continues beyond six weeks or you have more than one absence during your program, you are eligible to receive 60% of your weekly base salary, up to a maximum of $2,500 per week. Benefits may continue for a maximum of 180 days. Beyond 180 days, you may be eligible for long term disability.

The **Long-Term Disability** plan covers residents and fellows who work at least 40 hours per pay period. The benefit pays 60% of monthly base salary after short term disability benefits and all paid leave has been exhausted.

**LIFE INSURANCE**

UMMC provides a basic life insurance benefit that is equal to 100% of your base salary, up to $50,000. The carrier is VOYA Insurance Company and the cost of the insurance is paid by UMMC.

UMMC offers the opportunity to purchase supplemental term life insurance to benefit-eligible employees. You may purchase additional insurance for yourself, your spouse, and dependent children at competitive, age-rated premiums. Payments are made through the convenience of payroll deductions. The maximum benefit allowed is $750,000.

**UMMC 403(b) PLAN**

All employees who receive regular paychecks from UMMC may participate in the Retirement Savings Program - 403(b) Plan. This voluntary program allows you to contribute money for long-term savings on a tax deferred basis.

**FLEXIBLE SPENDING ACCOUNTS (FSAs)**

UMMC offers a Health Care and Dependent Care Flexible Spending Account Program. The program runs from 7/1 through 6/30. FSAs are subject to IRS use it or lose it rules*.*  FSAs allow you to set aside pretax dollars through payroll deduction to pay for eligible health and/or childcare expenses. You must enroll within 31 days of your employment start date. If you fail to enroll, your next opportunity will be during the annual open enrollment period, held in May, unless you have a qualifying life event that affects your eligibility for these benefits. Qualifying life event changes must be submitted online through **HR*Connections***within 31 days of the qualifying life event or the change won’t be allowed.

**PAID LEAVE BENEFITS**

Residents and Fellows scheduled to work 64 or more hours per bi-weekly pay period are entitled to 120 hours of vacation leave per contract year. Balances do not carry forward into the next contract year, and there is no pay-out for unused vacation leave. See Policy GMS-N Paid and other Leave Benefits.

Residents and Fellows are eligible for a one-time paid leave for approved medical, parental, or caregiver leave(s) of absence. This benefit allows you to be paid 100% of your weekly base salary for up to six weeks. You must apply for a leave of absence through Lincoln Financial Group in order to receive this benefit.

**HIV BENEFIT**

This benefit provides additional compensation to employees who contract HIV as a result of an on-the job HIV exposure at UMMC. It pays a lump sum equal to twice an employee’s annual base salary up to a maximum benefit of $250,000. The benefit will be paid after the employee has been diagnosed as being HIV positive within six months of an on-the-job HIV exposure at UMMC. The benefit is paid by UMMC.

**MILITARY TRAINING LEAVE**

If you are a member of the National Guard or the Federal Military Reserve, you are permitted up to two weeks of leave per year for military training. If your military pay is less than your normal wages, UMMC will pay the difference. Other military leave will be approved in accordance with applicable federal law.

**CONTINUING EDUCATION BENEFIT**

The Medical Center provides the Employee Continuing Education benefit for registration fees for

current job-related conferences and seminars, advanced certification exam fees, certification review

course fees, tuition costs for non-credit courses that offer continuing education units (CEUs),

professional dues, etc. Additional details regarding eligibility, benefit amounts, eligible expenses,

and application, see UMMC HR Policy 4.1.0 Education Assistance Policy.

**EMPLOYEE TUITION REIMBURSEMENT/EDUCATIONAL ASSISTANCE PROGRAM**

The Medical Centerreimburses up to $3,000 for undergraduate studies per calendar year and up to $5,000 for graduate studies per calendar year. Employees will be reimbursed for 100% of tuition costs if attending an accredited college or university up to the maximum benefit for full-time and part-time employees (a part-time employee will receive pro-rated benefits). Employees who matriculate from undergraduate to graduate courses within the same calendar year will be capped at $5,000 for reimbursement. Employee Tuition Reimbursement will cover tuition fees, registration fees (excluding late registration charges), applicable lab fees (labs that are associated with science or clinical courses) and challenge exams. See UMMC HR Policy 4.0.0 Educational Assistance Program for additional details regarding eligibility, reimbursement process and eligible schools.

**DIRECT DEPOSIT**

UMMC offers you the convenience of having your bi-weekly pay directly deposited into up to three accounts of your choice at any financial institution.

**WORKER’S COMPENSATION**

You are covered for medical expenses and lost work time due to injury or illness that is job-related. Also, your survivors are protected in case of your death due to a job-related injury or illness.

**EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program (EAP) is a free, confidential counseling and referral service available to all employees and their family members. The EAP is staffed by trained mental health professionals, and all EAP services are provided free of charge to employees. This program is separate from the health plans provided by UMMC.

**PHYSICIAN IMPAIRMENT AND COUNSELING PROGRAM**

Information about physician impairment, including substance abuse, counseling and other support services is contained in the UMMC Physician Impairment and Counseling policy (Policy # GMS-M). UMMC will provide Resident/Fellow with access to appropriate and confidential counseling, medical and psychological support services.

**MTA COMMUTER BENEFIT PROGRAM**

The MTA Commuter Benefit Program allows employees to order and save money on their monthly MTA pass through the convenience of pre-tax, payroll deductions. MTA passes can be used for unlimited travel on local buses, the Light Rail or the Metro Subway.

**CAREBRIDGE WORK-LIFE SERVICES PLAN**

Carebridge is an innovative work-life services program that provides professional consultation, referral and information to help with a variety of personal and family needs. Carebridge counselors can assist in the following areas:

Childcare

College planning

Financial planning

Stress management

Eldercare

Adoption information

Relocation concerns

Continuing education

Call toll free, 1-800-437-0911 for assistance from a Carebridge counselor.

**PRE-TAX PARKING**

UMMC offers an extensive array of parking locations for a variety of prices. Parking fees are deducted on a pre-tax basis from the employee’s paycheck unless provided by the Service or Division. All employees who elect a parking deduction through the parking office are automatically enrolled in the pre-tax parking benefit.

**CAFETERIA DISCOUNT**

As an UMMC employee, you are eligible for a discount in the hospital cafeteria when you display your employee badge.

**SOCIAL SECURITY**

UMMC contributes to this government plan in accordance with applicable law. Social Security is designed to provide individuals with retirement income, benefits in case of disability or death and Medicare benefits.

**COBRA**

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), you have the right to continue your medical and dental coverage in the event you leave UMMC or your benefit eligible status changes. Under COBRA, you pay the full cost of these plans plus an additional 2% administrative fee.

***Please note****: This is a summary of the benefits currently available. The terms of the plans described herein are governed by the formal Plan Document. In the event of a conflict between this summary and the Plan Document, the Plan Document shall control. UMMC reserves the right to modify, amend, suspend or terminate any plan at any time, and for any reason. For details on any of the programs described, please contact the HR Connections Service Center at 1-855-486-6747.*

*UMMC benefit year begins on July 1st. You will be notified of any changes to existing benefits during the new Resident orientation process or in the Open Enrollment mailing to your home.*

**Attachment B**

**Qualified Life Event Guide**

Life can be full of changes and surprises. If you experience what we call a Qualified Life Event, you may be allowed to make a change to your benefits. Your requested change and supporting document(s) must be submitted online through **HR*Connections*** within 31 days of the event (60 days for birth of a baby), and the changes must be consistent with the event.

**What is a qualified event?**

* Marriage, divorce, or death of a spouse
* Birth, adoption, or appointment of legal guardianship of a child
* Death of a dependent
* Gain or loss of other coverage for you or your spouse
* Certain changes in employment status for you or your spouse
* Changes in coverage due to your spouse’s open enrollment
* Unpaid leave of absence
* Court order requiring coverage for a dependent

**How long can I make changes to my benefits after a qualified life event?**

You must submit your online changes and supporting document(s) **within 31 days** of

the qualified life event (**60 days** for birth of a baby, or loss/gain of Medicaid or Medicare coverage).

**I experienced a qualified life event. What do I need to do?**

There are 2 easy steps. First, visit HR*Connections* to submit your online change

request. Second, submit the required document to show proof of the qualified life event.

**How do I submit an online change request?**

1. Visit HR*Connections* at [www.umms.org/hrconnections](http://www.umms.org/hrconnections). Click the picture that says ***Employee***

On the following screen, click the picture that best describes your device (***Home or Personal***

***Device***, or ***Work Computer***)

2. After logging in to HR*Connections*, click the **My Benefits** link under **My**

**HRConnections Quicklinks**. (Employees with access to Manager Self Service will need to

click **HR Knowledge Center** first). You will be forwarded to the KELLY Benefits Portal.

**Note:**  If the portal does not open automatically, you may need to disable your pop-up blocker. Instructions can be found on the **HR*Connections*** home screen, click on Qualified Event Step by Step Enrollment Guide

located under **Life Events**

3. In the KELLY Benefits portal, click **My Benefits & Personal Information**. Click **Add/Change**

**Benefits.**

4. Follow the instructions to change plans, add/remove dependents, or change benefit amounts.

5. Enter details about your life event and upload your document(s).

6. After you have submitted your changes, save a copy of your confirmation.

**What documents am I required to submit?**

Your document must show proof of the qualified life event and the date the event occurred.

**Note:** If you are adding a spouse or dependents for the first time, you must submit additional documents. If you are adding a spouse, a copy of your state issued marriage certificate is required. If you are adding a dependent, one of the following is required: Birth Registration Notice issued by the Division of Vital Records; Certificate of Live Birth issued by the State; Birth Certificate issued by the State.

If you have lost coverage, it is required that Loss of Coverage documents include (1) the end date of the coverage, (2) types of coverage elected, and (3) who was covered under the plan.

If you gain other coverage, it is required that Gain of coverage documents include (1) the effective date of the coverage, (2) types of coverage elected, and (3) who is covered under the plan,

**How can I submit my document(s)?**

The best way to submit your document is to upload it to the website when you submit your online change request. To upload more than 1 document, combine them before uploading. Alternatively, your document can be submitted to KELLY Benefits by email to [benefitshotline@kellybenefits.com](mailto:benefitshotline@kellybenefits.com) or by fax to

(410)527-5904. We recommend you follow up with KELLY Benefits at (888)535-5949 to confirm receipt of your document before the deadline.

**What is the effective date of my coverage due to a life event change?**

If you are adding a baby, it is the date of birth. For other changes it depends on the event and when you request the change and provide proof of the change. Please see the eligibility chart on HRConnections or call (855)486-6747.

**Adding a New Child**

Giving birth or newly adopting a child allows you 60 days to make changes to your benefits. This is the time to decide if you are adding your child to your UMMS plan or obtaining coverage outside of UMMS. We suggest reviewing all available plans to ensure you choose the best fit for your family.

**Where do I begin?**

Go to www.umms.org/hrconnections to enroll your child.

Have your supporting documents next to you and ready to upload into the system. This is the preferred

and best method.

**What are the required documents?**

You must submit one of the following:

* Birth Registration Notice issued by the Division of Vital Records
* Certificate of Live Birth issued by the State
* Birth Certificate issued by the State

**I am logged into HRConnections, what’s next?**

Step by step instructions are available on **HR*Connections*** by conducting a search for “Adding a baby to your benefits” or call the HR Service Center at 443-462-5900 for assistance. Remember you **must enroll** and **provide documentation** within **60 days** in order for your enrollment to be complete. On the 61st day you must wait until the next open enrollment in May to make any changes to your plan.

**HRConnections**

For help with HRConnections, receive 1 on 1 care by calling the HR Service Center at 1(855) 486-6747 or (443) 462-5900. Monday - Friday from 7:30 am to 5:00 pm. You may also log onto HRConnections and select AskHR to create a case.

**Enrollment Issues**

If you do not receive notification that a mid-year change has been submitted, something is wrong. Contact Kelly Benefits immediately at (443) 589-1888.