

April 29, 2022

Dear XXX:

We are delighted to offer you a position as a PGY-Level XX Resident in the XXX residency program through the Office of Graduate Medical Education. This letter sets forth the terms that will govern your employment by Vanderbilt University Medical Center (“VUMC”). Your appointment as a Resident will be for an initial term of one (1) year, commencing on July 1, 2022, and may be renewed for successive one (1) year terms. Renewal with progression to the next level, renewal with non-promotion, or non-renewal will depend upon whether or not you have met the requirements of your clinical training program, and subject to the applicable provisions of the House Staff Manual. Completion of the residency program is not a guarantee of applicable Board eligibility. You must verify the specific requirements of the Board to which you seek certification for eligibility requirements.

In the event you elect not to continue your employment for any reason, we request you provide written notice in advance of your departure from VUMC in order to permit appropriate transition of your responsibilities.

You will be proposed for appointment as a Resident with full-time status. Your primary appointment will be in the Office of Graduate Medical Education under the direction of Dr. XXX and Dr. Kyla Terhune.

Your annual base salary during the initial term of your residency appointment will be in accordance with your PGY level, and will be \$XXX. Your compensation will be paid in accordance with standard Vanderbilt University Medical Center payroll procedures, and will be subject to all applicable withholdings. You understand that you will not be entitled to be paid by VUMC in the event the military, the NIH or other third party compensates you for your post graduate clinical training.

During the term of your employment, you will be subject to the terms and provisions of the VUMC House Staff Manual (which can be found at the following web site https://www.vumc.org/gme/sites/default/files/public_files/HS-Manual-FINAL.pdf) and other applicable policies and procedures. Additionally, your duties will be defined as per program-specific delineation as to your training. In all clinical encounters, you should clearly present your role and approved scope of practice as a resident (as delineated by your program). As VUMC employee, you will also be subject to all applicable VUMC policies, as they may exist from time to time, each of which is contained on the VUMC PolicyTech web site (<https://vanderbilt.policytech.com/>). Your acceptance of this offer will affirm that you have reviewed and agree to be bound by these policies for the duration of your employment by VUMC, including any periods of employment beyond this initial term appointment.

You will be expected to spend your time as a resident in your respective training program, focusing on this specialized area of practice with supervision as designated in your training program policy, in accordance with your delineated scope of practice, and as set forth in the VUMC Medical Staff Bylaws and/or Rules and Regulations. As a Resident, your responsibilities include, without limitation:

- Participation fully in the educational activities of your clinical training program.
- Participation in quality patient care, commensurate with the responsibility delegated to you by virtue of your level in the clinical training program.
- Rendering to your patients safe, efficient and the most cost-effective medical care possible.
- Participation in official VUMC programs and activities involving the medical staff, including institutional committees and councils, to the extent requested.
- Participation in educational and/or research programs as specified by your Department and/or by your training program's policies.
- Rotation, when required to do so by your program, to the designated affiliated hospitals, and adherence to the established procedures, policies, and regulations of these affiliated institutions.
- Abiding by the VUMC Graduate Medical Education Committee policy on clinical and education work hours.
- Accurately reporting all clinical and education work hours, including any hours spent in internal or external moonlighting.
- Demonstrating an understanding and acceptance of your personal role in a) the safety and welfare of patients entrusted to your care; b) the provision of patient- and family-centered care; c) responsibility for your personal fitness for duty; d) management of your time before, during, and after clinical assignments; e) monitoring of your patient care performance improvement indicators; and f) accurate reporting of patient outcomes and clinical experience data.

Grievance and appeals processes for issues including Corrective Action and/or other concerns are outlined in the applicable provisions of the House Staff Manual and/or VUMC policies.

To ensure patient safety, VUMC employees must meet immunization and screening requirements set forth in VUMC Policies. Compliance with the screening program is mandatory. You must undergo screening by the Vanderbilt Occupational Health Clinic prior to receiving your VUMC ID badge. You may bring your immunization records and any pertinent laboratory test results to your screening or submit the pertinent records to Occupational Health before you arrive on campus (<https://redcap.vanderbilt.edu/surveys/?s=4AY3LKEXRC>). After reviewing your records, the Occupational Health Clinic will provide any additional services you may require at no cost to you. VUMC's current requirements, which are subject to change, include screening and/or immunization for tuberculosis, measles, mumps, rubella, varicella, influenza, hepatitis B and COVID-19. Current Medical Center immunization requirements can be found at VUMC immunization <https://www.vumc.org/health-wellness/all-aboard/vumc-immunization-requirements>.

Your employment and appointment will be contingent upon your meeting VUMC's requirements for and upon VUMC's decision that the results of a mandatory pre-employment background check are acceptable. This pre-employment background check is required by VUMC. This will be performed at no expense to you, and the results will be reviewed only by those persons specified under VUMC's policy governing pre-employment background testing for prospective employees. Should you accept this offer of employment, you will be provided specific instructions on how to proceed with this mandatory background check. Failure to submit to this background check may result in rescission of your offer in accordance with applicable VUMC policies. Because VUMC participates in federal and state-funded programs, including Medicare and Medicaid, VUMC is required to check all program applicants against the Department of Health & Human Services Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), which is a database listing those who are excluded from participation in, or provision of services to individuals covered by, federal healthcare programs. Excluded individuals are not eligible for VUMC employment. VUMC, or a vendor hired by VUMC, regularly searches federal and state databases, including the OIG's LEIE, to determine if VUMC employees are listed as excluded. Your initial and continued employment will be contingent upon your not being excluded from participation in programs funded by state and federal governments.

Prior to commencement of your employment, you will be required to provide proof of U.S. citizenship, permanent resident status, or documentation of a valid visa that permits your employment at VUMC. Maintenance of appropriate work authorization is required as a condition of your continued employment at VUMC.

As a VUMC employee, you are eligible to participate in the VUMC benefits package and as may be outlined in the House Staff Manual and applicable VUMC policies and programs. You (and eligible dependents, where applicable) will be eligible for employment-related benefits according to the terms of

applicable plans as they may exist from time to time, including, without limitation, health insurance, life insurance, short and long-term disability insurance, accidental death and dismemberment insurance, and retirement benefits. You will also be eligible for paid vacation and leave for which you may qualify (e.g. sick leave, FMLA, personal, etc.), subject to the applicable provisions of the House Staff Manual. Please reference the House Staff Manual for how leave and other absences may affect the fulfillment of program completion and Board requirements, if applicable. VUMC retains the right to modify or rescind any portion of the benefits package in effect at any time. If you have any benefits questions you wish to discuss while you are considering this offer, you may contact the VUMC Benefits Office and/or the GME Office for further information.

Moonlighting may be permitted, subject to the guidelines in the House Staff Manual and per departmental and program policies, and subject to approval by the GME Office. You recognize and agree that approval for moonlighting, as outlined above and in the House Staff Manual.

Your professional liability coverage will be provided through the VUMC Office of Risk and Insurance Management during the term of your VUMC employment, for activities at VUMC. For activities related to your training program at other affiliated institutions, professional liability coverage will be provided as per that institution's policy. The occurrence-based professional liability coverage is for claims occurring in connection with your official duties as a House Staff. If you have been engaged in medical practice for compensation outside of and/or subsequent to completing your formal training, you will be expected to provide, at no cost to VUMC, evidence of tail coverage acceptable to VUMC with regard to any medical practice activities over the past three years.

The offer described in this letter is subject to and made in reliance on the accuracy and completeness of information you have provided regarding your prior education, training, and employment and professional history. If you agree with the terms of this offer, please sign below and return the signed offer. If you have any questions about the terms of this offer, please contact me as soon as possible.

We are looking forward to having you continue your professional training at VUMC.

Sincerely,



Kyla P. Terhune, MD, MBA
Associate Dean for Graduate Medical Education
Vice President for Educational Affairs
ACGME/NRMP Designated Institutional Officer

I accept this offer as outlined above, including any attachments, and agree that it represents the entire agreement of the parties with respect to my employment and supersedes all prior agreements, whether written or oral:

Please print name here: _____

Signature: _____

Date: _____