

SPOKANE TEACHING HEALTH CENTER

Empire Health Foundation – Providence Health Care – Washington State University

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Graduate Medical Education Committee

SPOKANE TEACHING HEALTH CENTER GRADUATE MEDICAL EDUCATION

RESIDENCY APPOINTMENT AGREEMENT 2016 - 2017

I. Preamble

The primary purpose of the appointment of resident physicians is the completion of a graduate training program in accordance with the current accreditation standards established by the Accreditation Council for Graduate Medical Education (“ACGME”). This agreement outlines the terms of appointment to the graduate medical training program (referred to as “Residency or Fellowship Program” or “Program”) sponsored by Spokane Teaching Health Center (“STHC”).

II. Parties Responsibilities

A. Residents will provide compassionate, timely and appropriate patient care and serve the Program training sites and their patients. Residents will accept the duties, responsibilities, and rotations assigned by the Program Director and abide by the rules and regulations of the hospitals and clinics to which the resident is assigned to the extent consistent with this Agreement and STHC and Program policies; conduct themselves ethically and professionally in keeping with their position as a physician; and abide by the terms of this Agreement. The Program Director may delegate to a faculty member in the Program any of the authorities, duties and/or responsibilities of the Program Director. References in this Agreement to “Program Director” include a designee, if any, to whom the Program Director has made such a delegation.

B. The Residency Program provides faculty supervision of residents in the Program. This responsibility includes defining Program content, evaluating Program quality and evaluating individual residents’ clinical training and performance. Additionally, STHC and the Program perform a

series of administrative and educational functions for the benefit of residents and the participating institutions and clinics.

C. STHC, as the sponsoring institution, appoints a Designated Institutional Official (DIO) who, in conjunction with the Graduate Medical Education Committee (“GMEC”), has the responsibility to monitor and ensure compliance with all ACGME Common Specialty/Subspecialty-Specific Program and institutional requirements. Each Program will have two (2) peer-selected resident representatives on the GMEC.

D. The sponsoring and participating institutions provide: educational and clinical opportunities for residents; services and systems to minimize residents' work that is extraneous to their GME educational goals to include [without limitation] patient support services, laboratory/pathology/radiology services and medical records; funds for resident stipends, funds and/or services for the benefits provided to residents, and funds for administration of the Program.

E. STHC and participating institutions will assure the availability of appropriate, economical, and nutritious meals; rest and sleeping quarters; and support facilities conducive to the educational process which includes adequate communication resources and technological support. STHC and participating institutions have agreed to provide clean and adequately lighted-for-study on-call rooms with available bathroom facilities. There shall be a sufficient number of on-call rooms so that while on-call residents may sleep and have a secured storage area for books and clothing.

III. Conditions for Appointment and Reappointment

No appointment is for more than twelve (12) months.

The Program, with the support of participating institutions and clinics, provides clinical rotations of sufficient quality and duration so that residents who successfully complete the Program are qualified to sit for specialty board certification and examinations. All Program activities are conducted within the guidelines of external agencies that evaluate and accredit training programs and hospitals. The obligation to train individual physicians in the practice of their specialties includes the provision of inpatient and outpatient settings in which the specialty may be practiced; the provision of equipment and other facilities for the care of patients; the provision of supervision, feedback and evaluation of professional work of the residents by faculty members of the Program; and the provision of didactic experiences to supplement practical clinical experiences in the manner determined by the Program as appropriate for the Program and its residents.

Residents must be in attendance as required by their duty/training schedule. Residents are also required to attend orientation prior to the commencement of their clinical duties. Residents agree to comply with leave of absence protocols delineated below in Section VI (also referenced in the Program's housestaff manual). A resident who fails to comply with the leave of absence request protocols or who takes an unapproved leave of absence may be assumed by the Program to have resigned their appointment. If a resident is considered to have resigned from the Program, the Program Director will so notify the resident in writing.

Residents are expected to actively participate in the care of all types of patients who present to the hospital or clinic to which the resident is assigned, including patients of designated individual physicians whom the resident is expected to assist. In addition, residents are expected to take an active role in the instruction of medical and other healthcare profession students and hospital personnel.

The appointment of a resident is conditioned upon his/her compliance with the licensing requirements of the Residency Program. Failure to comply with the licensure requirements of the Program may result in the rescission of the resident's appointment by STHC and withdrawal of resident privileges, stipends, and benefits.

Residents must comply with STHC and GMEC policies and procedures, as well as the policies and procedures of their Program, the teaching sites, participating institutions and clinics, which include but are not limited to the Duty Hours Policy, the Moonlighting and Outside Professional Activities Policy, the Physician Impairment and Substance Abuse Policy, the GME and Industry Interactions Policy, the Reduction/Closure Policy, and the Natural Disaster Policy (all referenced on the STHC Residency websites (<http://spokane.wsu.edu/sthc/>).

Each resident shall be provided with:

- Access to evaluations of their performance on each rotation in the resident's Program. In addition, the Program Director shall, from time to time, discuss with each resident his/her overall progress toward the educational objectives set by the resident's Program. Such discussions shall occur on at least an annual basis and shall be in compliance with the applicable ACGME Review Committee requirements.
- The current accreditation status of the individual's Program.

Each resident applicant and each resident who is a candidate for reappointment will be informed of any anticipated substantive change in their Program (e.g., probationary status of accreditation, anticipated extensions of training time).

Residents who desire to voluntarily leave their Program prior to completion of the training necessary for certification of the specialty are expected to discuss this action with the Program Director at the earliest possible time, preferably before January 1 of the training year. If the resident's agreement will not be renewed or the resident will not be promoted to the next level of training, the Program will notify the resident in writing no later than four months prior to the end of the resident's current agreement (unless the reason for non-renewal/non-promotion occurs in the final four months of the agreement in which case, the resident will be notified when circumstances are identified).

The major objective of the Program is education and the Program will be administered by the Program Director with the educational needs of residents foremost in mind. Residents will not be required to sign a non-competition guarantee as a condition of appointment.

IV. Duty Hours

Duty hours are established in compliance with the GMEC Duty Hours Policy and ACGME requirements. Residents may be assigned night rotation and weekend duties on a regular basis. The Program shall establish fair and reasonable schedules of hours of duty for residents, as well as adequate and defined off-duty hours. The Program shall maintain a policy on hours of duty that is in keeping with the educational objectives and patient care responsibilities of the Program. The Program will monitor duty hours. In turn, residents are required to participate in tracking duty hours per the Program protocol. When a resident is assigned to a rotation in a program different from his/her Program, the guidelines of that assigned program apply.

Hours spent moonlighting will be counted in the 80 hour work week and must be pre-approved by the Program Director.

V. Stipends

Residents are paid a stipend to assist in defraying the cost of their training. The stipend scale is responsive to the level of training of the residents; thus there will be an increase for each additional level of training. All residents in the same level of training are paid at the same rate.

VI. Benefits

The benefit program outlined below is designed for residents at 1.0 FTE. Residents working less than 1.0 should contact their Program's Human Resources administrator.

Basic Insurance Benefits:

On the first day of residency, residents may enroll in the Program's paid insurance plan consisting of medical, dental, basic life insurance and long term disability insurance. These benefits are available to the resident only during the resident's appointment. The Program's human resources administrator can provide details on these benefits.

Counseling Services:

Residents are encouraged to discuss problems of either a personal or program nature with their chief resident, faculty members, faculty advisor or their Program Director. If a resident desires professional counseling a list of psychiatrists and psychologists and psychological support services can be obtained from the Program Director. Payment for such services is the resident's responsibility (insurance may assist with these costs).

Meals:

Residents have access to food services 24 hours a day while on duty in all institutions. The resident's Program will provide further information about meals.

Leaves of Absence:

Requests for leave of absence must be submitted to the Program Director. The Program Director will inform the resident of the effect the leave will have on the resident's completion of the Program and their ability to satisfy the requirements of their Specialty Review Committee and/or Specialty Board. If an approved leave compromises the time necessary for certification, the resident will be required to receive additional training sufficient to meet certification requirements.

Types of Leave:**Vacation**

Full time residents receive twenty (20) days of paid vacation annually.

Unused vacation lapses:

- (i) At the expiration of the resident's appointment
- (ii) If the resident leaves the Program voluntarily
- (iii) When the resident graduates
- (iv) If the resident is not re-appointed or is terminated from the Program.

Sick Leave

Full time residents receive twelve (12) days of paid sick leave per academic year. A resident may carry over unused sick leave to a consecutive, subsequent appointment period within the Program or to another STHC residency or fellowship Program.

Sick leave is not otherwise transferable and lapses:

- (i) At the expiration of the resident's appointment
- (ii) If the resident leaves the Program voluntarily
- (iii) When the resident graduates and does not choose to stay with Providence as a physician
- (iv) If the resident is not re-appointed or is terminated from the Program.

There is no right to cash-out sick leave under any circumstances.

Sick leave may be used for the following:

- Personal illness, disability or injury including disability due to pregnancy or childbirth;
- Care for a child less than 18 years of age with a health condition that requires treatment or supervision;
- Care for a spouse, registered domestic partner, parent, parent-in-law, or grandparents with an illness, injury, or serious health condition.

Bereavement Leave

Employees may receive up to **3 days** off with pay to attend to family bereavement needs. Three days off may not be a sufficient amount of time to attend to all bereavement needs, and in those cases, every effort will be made to allow residents to take the needed time off using other applicable policies or accrued leave.

Immediate family is defined as: spouse, son or daughter (or current in-law), father or mother (or current in-law), brother or sister (or current in-law), stepparent, stepchild, stepbrother, stepsister,

grandparent, grandchild, or any person that was living together in the same household in a relationship considered substantially comparable to any of the aforementioned.

Family Medical Leave

A resident may be granted up to twelve (12) weeks leave without pay for any of the following reasons:

- Birth of the resident's child and in order to care for such child. Pregnancy leave may run concurrently with family medical leave.
- Placement of a child with the resident for adoption or foster care.
- To care for the resident's spouse, child, or parent with a serious health condition.
- The resident has a serious health condition that prevents the resident from performing the functions of his/her position.

To be eligible for family medical leave, a resident must have twelve (12) months cumulative service and have been on duty at least 1250 hours during the twelve (12) months immediately preceding the family medical leave. The twelve (12) month period begins on the resident's appointment date. HR (STHC and/or the Program) will assist with resident need for pregnancy and childbirth leave and use of FMLA.

VII. Professional Liability Insurance

Residents are provided professional liability insurance at no cost to the resident. The amount of coverage is no less than that required of medical staff members at STHC or the participating institutions at which the resident trains. The insurance covers the acts and omissions of a resident while acting within the scope of their appointment to the Program even if a claim is not asserted until after the resident leaves the Program.

If a resident becomes involved in litigation covered by the malpractice insurance the resident will be provided with an attorney at the expense of STHC and/or the Program.

The insurance coverage does not cover residents while acting outside the Program such as moonlighting. Volunteer activities MAY be covered if sanctioned by STHC. Residents should consult with their Program Director regarding insurance coverage before undertaking volunteer activities that involve the practice of medicine.

If STHC, a participating institution, or Program defends a legal action involving a resident, whether STHC, the participating institution, the Program or the resident are named as defendants, the resident agrees to fully cooperate with STHC, the participating institution, or the Program and their legal counsel in the defense. This obligation continues even after the resident is no longer in the Program.

VIII. Academic & Professional Conduct Policy & Procedures

Residents are first and foremost learners and are expected to pursue the acquisition of the six core ACGME competencies that will qualify them for careers in their chosen specialties. In addition, residents must adhere to standards of professional conduct.

Due process is an individual's right to be adequately notified of charges or proceedings against the individual, and the opportunity to respond to these actions. The policies and procedures described in the STHC Resident Academic & Professional Conduct Policy and Procedures, (found at the STHC Residency website) are designed to ensure that actions that might adversely affect a resident's status are fully reviewed and affirmed by neutral parties while at the same time ensuring patient safety, quality of care, and the orderly conduct of the Program.

Program appointment, advancement, and completion are not assured or guaranteed to the resident, but are contingent upon the resident's satisfactory demonstration of progressive advancement in scholarship and continued attainment of Milestones. Unsatisfactory resident evaluation can result in corrective actions as described in the Academic & Professional Conduct Policy & Procedures, which sets forth the exclusive means of review and appeal of academic actions.

IX. Grievance Procedure

The STHC Resident Grievance Policy and Procedure, (found at the STHC Residency web site), is an informal process to resolve grievances internally in a non-adversarial forum.

A grievance is defined in the policy as any controversy or claim arising out of an alleged violation of any provision of this agreement but does not include any claim or controversy over

- (i) evaluation of academic or clinical performance of a resident
- (ii) the professional behavior of a resident
- (iii) a decision not to reappoint or not to promote a resident
- (iv) any other academic matter including but not limited to the failure to attain the educational objectives or requirements of a resident's training program.

X. Harassment

Policy: Consistent with their missions and philosophies, STHC and the Program are committed to maintaining a work atmosphere free of racial or ethnic insults, sexual harassment, intimidation based on race, gender, sexual orientation, or disability; and other similar unacceptable conduct which creates an intimidating, hostile, or offensive work environment.

Sexual harassment takes place when unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature unreasonably interfere with an employee's job performance or create an intimidating, hostile, or offensive work environment, are made a condition of employment, or are used as a basis for employment decisions affecting an employee.

No form of harassment will be tolerated and such conduct will result in disciplinary action, including dismissal.

Procedure: Residents who believe they are being harassed or discriminated against may seek help from their Program Director. They may also seek assistance from the DIO and/or GMEC. Agencies outside of Providence who may assist include the Washington State Human Rights Commission and the U.S. Equal Employment Opportunity Commission.

XI. Equal Opportunity

The STHC shall employ, evaluate, compensate, promote, and retain individuals on the basis of qualifications, ability, and job performance regardless of gender, age, race, religion, sexual orientation, disability, national origin, or any other basis prohibited by local, state, or federal law. STHC will also endeavor to reasonably accommodate employees with disabilities and the religious beliefs of employees.

XII. Disability Accommodation

It is the policy of STHC and/or the Program to make reasonable accommodations to enable residents with disabilities to fully and successfully work as a resident physician. Procedures have been adopted to provide a fair and systematic process for determining if a reasonable accommodation can be made. Requests for accommodation must be submitted to the Program Director.

XIII. Drug Free Workplace

It is the policy of STHC and the Program to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. Therefore, the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance while performing duties or responsibilities under this agreement or on the premises of STHC, any participating institution or clinic, is strictly prohibited. At the discretion of the program, for cause drug testing may be ordered and the resident is required to comply.

XIV. Amendments

This agreement may be amended by STHC for subsequent academic years. In addition, in unforeseen and critical circumstances the DIO may amend this agreement for the current academic year.

All amendments to this agreement must be reviewed by GMEC, and GMEC must be permitted to make recommendations regarding each amendment before it is approved by STHC.

Revised 08/20/2015

Reviewed and Approved by STHC GMEC: March 22, 2016

Resident/Fellow signature: _____ Date: _____