

RESIDENCY APPOINTMENT AGREEMENT 2021-2022

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 Providence Sacred Heart Medical Center & Children’s Hospital (“Providence”).

II. Parties Responsibilities

Providence believes that diversity of ideas and experiences is integral to our educational and clinical missions. Diversity enhances creativity and thoughtfulness in our mission and serves as a catalyst for change which will ultimately lead to better solutions to the healthcare needs of the populations we serve. We believe that only through valuing our differences and similarities, and remaining vigilant in advancing equity, will we be able to maintain an equitable workplace and actively pursue equity in all aspects of our work. We commit to being continuous learners and working alongside others to cultivate equity, diversity and inclusion.

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 Providence 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, Providence and the Program perform a series of administrative and educational functions for the benefit of residents and the participating institutions and clinics.

C. Providence, 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 with full voting privileges 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. Providence and participating institutions will assure the availability of meals; rest and sleeping quarters; and support facilities conducive to the educational process which includes adequate communication resources and technological support. Providence and participating institutions have agreed to provide 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. Providence and participating institutions will assure there are clean and private facilities for lactation that have refrigeration capabilities.

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 students 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 Providence and withdrawal of resident privileges, stipends, and benefits.

Residents must comply with Providence 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 Clinical Experience & Education Policy, the Moonlighting Policy, the Impaired Physician Policy, the Interactions Between GME and Health-Care Related Industries Policy, the Reduction/Closure Policy, and the Disaster Recovery Plan Policy (all referenced on the Providence website at <https://www.gme.providence.org> and the Spokane Teaching Health Center Residency website at <https://www.spokaneteachinghealth.org>

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. Clinical Experience and Education

Clinical Experience and Education is established in compliance with the GMEC Clinical Experience and Education Policy and ACGME Common Program Requirements, Section VI.F.1-8. 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 Clinical and Educational work and work hours that is in keeping with the educational objectives and patient care responsibilities of the Program. The Program will monitor the Clinical and Educational work hours. In turn, residents are required to participate in tracking work 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.

Time spent on patient care activities on at-home call must count towards the 80-hour maximum working limit.

Hours spent moonlighting will be counted in the 80 hour work week and must be pre-approved by the Program Director. First year residents cannot moonlight. Each individual residency program will determine when and if their residents can moonlight.

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; psychiatrists, psychologists and psychological support services can be obtained. 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 / Time Away (Refer to the Medical Resident Time-away Policy provided by each Program):**Vacation and Sick Leave**

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

Full time residents receive five (5) days of Sick Leave annually.

- Front-loaded
- Pro-rated by FTE
- May carry-over 5 days (40 hours) of unused sick time
- No cash-out at termination

Depending on circumstances, utilization of leave other than vacation could lead to program extension. Such extension will be determined by the Program Director.

Sick leave may be used for the following:

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

Short-term Disability

- Provides income replacement in the event of a non-work related injury or illness lasting more than 7 calendar days
- Benefit amount of 100% of pay for eight (8) weeks, after a 1-week wait period
- Benefit amount is reduced to 66-2/3% pay for weeks 10 through 26
- Resident time-away hours may be used for the wait period and to supplement the reduced pay amount for claims lasting longer than nine (9) weeks

Long-term Disability

- Provides 60% of base pay, after 180 days of disability

Paid Parental Leave

- Up to 6 weeks off at 66-2/3% pay for moms and dads
- Following 8 weeks of short-term disability to recover from the pregnancy for the birth mother

- In some cases, birth mothers may be eligible for more than 8 weeks of short-term disability depending on medical certification
- Benefit is offered for dads and non-birth mothers, as well as for adoption placement

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 time-away.

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.

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 Providence 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 Providence 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 Providence and Program. Residents should consult with their Program Director regarding insurance coverage before undertaking volunteer activities that involve the practice of medicine.

If Providence, a participating institution, or Program defends a legal action involving a resident, whether Providence, the participating institution, the Program or the resident are named as defendants, the resident agrees to fully cooperate with Providence, 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 Providence Resident Academic & Professional Conduct Policy and Procedures, (found at the Providence and 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 Providence Resident Grievance Policy and Procedure, (found at the Providence and Spokane Teaching Health Center 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

- evaluation of academic or clinical performance of a resident;
- the professional behavior of a resident;
- a decision not to reappoint or not to promote a resident; or
- 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, Providence 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 who may

assist include the Washington State Human Rights Commission and the U.S. Equal Employment Opportunity Commission.

XI. Equal Opportunity

Providence 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. Providence will also endeavor to reasonably accommodate employees with disabilities and the religious beliefs of employees.

XII. Disability Accommodation

It is the policy of Providence 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 Providence 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 Providence, 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 Providence 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 reviewed by the Providence GMEC, and GMEC must be permitted to make recommendations regarding each amendment before it is approved by Providence.

Reviewed and Approved by GMEC February 2021

Resident/Fellow signature: _____ Date: _____