

KADLEC REGIONAL MEDICAL CENTER

FAMILY MEDICINE RESIDENCY

RESIDENT AGREEMENT

THIS AGREEMENT, entered into this ___ day of June 2017 by and between Kadlec Family Medicine Residency (herein referred to as KFMR and "Residency") and _____ (herein referred to as "Resident");

WITNESSETH:

WHEREAS, the Resident is a graduate physician who desires to obtain educational training in Family Medicine with the Residency; and

WHEREAS, the Residency is an accredited residency for training family physicians and desires that the Resident participate in the Residency Program; and

WHEREAS, the Resident is in need of financial assistance to pursue family medicine training and the Residency desires to grant the Resident a stipend;

WHEREAS, the Resident is a special class of employee due to the educative purposes of this Agreement and is employed under the conditions of the Agreement, and solely pursuant to this agreement and does not accrue credit in state service nor any other rights of benefits except as herein provided.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Term.** The Residency, upon execution of this Agreement, hereby accepts the Resident as a resident in Family Medicine for a period beginning ___ and ending ___ subject, however, to prior termination as specified in the Agreement.
 - a. Resident shall be considered a first year resident (PGY1) during the term of this Agreement. At the expiration date of this Agreement, the term shall be renewed for a period of one (1) year, provided neither party submits a notice of non-renewal. In subsequent Agreements, the level of training of the Resident will be determined by the Residency. Either party may terminate this Agreement with or without cause by giving written notice of non-renewal to the other party.
 - b. All amendments must be in writing and be approved and signed by both parties.
2. **Certification of Residency.** The Residency agrees to maintain a medical educational program in accordance with standards established by the Accreditation Council for Graduate Medical Education in the Essentials of Accredited Residencies: "Institutional and Program Requirements for Family Practice". These standards are available to the Resident on request. The Residency agrees to issue a Certificate of Residency upon satisfactory completion of the Residency Program.

3. **Policy on Closure & Reductions.** The Kadlec Family Medicine Residency recognizes that conditions may occur in the future that may lead to reductions in the size of the residency program or even closure of the Residency. It is the intention of the Residency to ensure that all residents are able to complete their three (3) years of training in the Residency if such conditions occur.
 - a. **Program Letters of Agreement:** Require that each of the major participating institutions provide no less than 36 months' notice of intent to terminate the agreement. This will allow all residents within the program at the time of termination to complete Family Medicine training within the Residency.
4. **Remuneration.** The Resident shall receive educational support and remuneration for his/her patient care services totaling \$53,269 for year one (PGY1) of the Agreement, payable on a monthly basis.

Sections 5, 6, 7, 8, 9 include Vacation, Holidays, Sick/Bereavement Leave, Personal Leave, and Maternity/Paternity Leave. These titles are under the included in the definition of "Paid Time Off" (PTO) and the titles are interchangeable. Though a specific number of days may be reference in the sections below, they are not guaranteed days off. The Resident agrees to devote his/her complete attention to learning the practice of Family Medicine under the terms of this agreement and there are specific rotations where requested time-off is not allowed. As referenced in Section 10, the maximum number of days off is 30 within an academic calendar year, specifically, July 1st--June 30th.

5. **Vacation.** The Resident shall be entitled up to fifteen (15) working days of vacation per residency year. Vacation time must be arranged at least six (6) weeks prior to the vacation being taken. All leave requests must be approved by the Director or Associate Director, and Program Manager of the Residency. Vacation time must be consistent with the activities and obligations of the Residency Program. Vacation days must be used during the residency year in which they are granted and cannot be carried over to the following residency year. When a Resident takes vacation, he/she is responsible for notifying the senior Resident on his/her service and his/her attending. Vacation must be taken during electives (1-2 weeks). Vacation time should be taken at the beginning or the end of elective rotations and should be continuous.
6. **Holidays.** Residents have up to 8 holidays (following the KRMC holiday schedule). Residents who are on outpatient rotations will be off on these holidays. Residents will round on inpatients on holidays.
7. **Sick / Bereavement Leave.** If a Resident is physically ill or must be absent due to serious illness or death in an immediate (spouse, child, parent, spouse's parent, grandparent, sibling) family member and is consequently unable to perform his/her Residency Program duties, the Resident shall be excused from his/her Residency duties and shall receive his/her regular compensation. If a Resident's total sick / bereavement days of absence from the Residency exceed the number allowed, the Residency will require the Resident to make up the days of absence, or if the days of absence from the Residency substantially exceed the number allowed, the Residency may terminate this Agreement or require the Resident to begin the residency year again. Rules under Section 9 below apply to sick / bereavement leave.

- a. In the event the Resident is utilizing sick / bereavement leave, he/she must notify the Program Manager as soon as possible so that appointments with patients can be rescheduled. The Resident must then notify the senior Resident on his/her service and his/her attending. If the Resident has hospitalized patients, it is his/her responsibility to notify the attending physician or the senior resident on that service to see that they are taken care of by another resident.
8. **Personal Leave.** Resident may be granted personal leave days at the discretion of the Program Director. Immediate advance notice to the Program Manager is required and all duties need to be covered. These days may not be used to extend a vacation and cannot be carried over into the next year. Rules under Section 9 below apply to personal leave.
9. **Maternity or Paternity Leave.** The program makes every effort to be in compliance with the rules of the American Board of Family Practice, including the requirements that, for the residency year to be counted as a “good” year, total non-educational leave (that is, the total of sick days plus vacation, maternity leave and leave for reasons not of a clearly delineated educational nature) may not exceed thirty (30) calendar days per Residency year. Any non-educational leave in excess of the thirty (30) calendar days per Residency year must be made up pursuant to a plan approved by the Residency to allow the Resident to sit as a candidate for the American Board of Family Practice. Graduation after June 30 of the involved year will necessitate taking boards 6 months later. Otherwise, maternity or paternity leave will be in accordance with the Family Medical Leave Act.
 - a. Pregnancy should be reported at the earliest possible date to facilitate necessary changes in the schedule and call responsibilities. Residents are strongly advised to consult with faculty and the Program Manager regarding parental leave, parental electives and various educational requirements.
10. **Total Absence.** Thirty (30) days of absence from the Residency for any reason, including vacation, sick / bereavement leave, and educational programs per residency year is the maximum time allowed to the Resident to be absent from the Residency.
11. **Educational Benefits and Professional Dues.** The residency provides Equipment/Professional Development Funds in the following amounts: PGY1 \$500.00; PGY2 \$1000.00; PGY3 \$1500.00. Requests for expenditures of these funds should be submitted to the Program Manager and will be approved by the Program Director on an individual basis. The funds may be spent on board examination fees, CME courses, books, educational CD's, other educational activities, and equipment necessary for the practice of medicine. Away time allotted for continuing education programs (outside of the CME programs provided through the Residency) is limited to zero days in PGY1 and five days in PGY2/3 and does not accrue from year to year.
12. **Professional Liability Insurance.** The Residency shall provide the Resident with professional liability insurance, including any necessary tail coverage, during the Resident's period of training with the Residency. Coverage is only extended for approved educational rotations. The insurance does not cover work apart from the Residency program.

- a. Each party agrees that with respect to any claim or lawsuit arising out of the activities described in this contract, each party shall only be responsible for that portion of any liability resulting from the actions or omissions of its own directors, officers, employees and agents. Each party, and its respective directors, officers, employees and agents shall defend, indemnify and hold-harmless the other party from and against any and all liability, loss, expense, attorney fees, or claims for injury or damages caused by or resulting from the actions or omission of the indemnifying party.
13. **Group Benefits Plan.** The Residency shall provide the Resident with a comprehensive Employee Group Benefits Plan. The Resident will have a 30 day enrollment window with a benefit start date of the first day of full-time employment. Benefits will continue throughout the Resident's period of training with the residency. At the end of the residency, COBRA continuation coverage is available to any qualified beneficiary whose coverage would otherwise terminate due to any qualifying event as outlined in Summary Plan Descriptions.
 14. **Working Facilities.** The Residency will furnish the Resident with such facilities and services as the Residency deems necessary and suitable for the Resident's training and the performance of his/her duties. Sleeping quarters and a meal stipend will be provided to the Resident while on in-house call during working hours. Hospital facilities are secured for resident safety.
 15. **Hours of Work.** Details regarding Duty Hours are documented in the KFMR Policy for Duty Hours and Work Environment. The Residency recognizes the fact that long duty hours extending over an unreasonably long period of time or onerous on-call schedules are not consistent with the primary objective of education or the optimal delivery of high quality patient care. The Residency will commit itself to fair scheduling of Duty Hours for the Resident, including adequate off-duty hours. The Resident recognizes that on certain services, experience will be scheduled on weekend days and evenings rather than on weekdays. During the usual work week hours, the Resident is expected to carry a Smartphone and be available for scheduled conferences and meetings and for emergency care of his/her patients. The Residency adheres to the Duty Hours regulations of the Accreditation Council of Graduate Medical Education, which are published in the Program Requirements for Residency Education in Family Practice. The Residency adheres to the specific requirements of the ACGME introduced in 2011. These include:
 - a. Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities.
 - b. Duty periods must not exceed 16 hours in duration for PGY1 Residents
 - c. Duty hours must not exceed 24 hours in duration for PGY2 Resident
 - d. Residents must be provided with a minimum of one (1) day (defined as a twenty four (24) hour period) in seven (7) free from all educational and clinical responsibilities averaged over a 4-week period inclusive of call. At home call cannot be assigned on these free days.
 - e. Adequate time for rest and personal activities must be provided. This should consist of:

PGY1 and PGY2 residents should have 10-hour duty-free time periods and a minimum of 8 hours provided between all scheduled duty periods.

PGY2 residents should have at least 14 hours duty-free after 24 hours of in-house duty.

PGY3 residents should usually have 8 hours duty free between scheduled duty periods.

They may, on occasion, have fewer than 8 hours duty-free between duty periods.

f. In-House Call:

Must not occur for more than six consecutive nights

Must not occur any more frequently than every third night (when averaged over a four-week period)

- 16. Duty Hours Policy & Procedure.** Details are documented in the KFMR Policy for Duty Hours and Work Environment. This Policy is included in the KFMR Resident Handbook and should be reviewed and adhered to by the Resident
- a. Duty hours must be reported by the Resident, as required by KFMR, on all rotations using the New Innovations system.
 - b. In the event that a Duty Hour violation occurs, the violation will be discussed with the Resident, who will be asked to assess the reason for the violation.
 - c. If there are rotations or structural reasons for the Duty Hours violation, they will be addressed immediately and reviewed at the next Resident/Faculty meeting.
 - d. If the violation is due to a faculty member, the violation will be reviewed with the faculty member immediately and the discussion noted in the faculty member's file.
 - e. If the violation is due to Resident choice, the Resident will be warned. This warning will be documented in the Resident's portfolio.
 - f. In the event of repeated work hour violations due to Resident choice, the Resident disciplinary process will be initiated as outlined in the KFMR Policy for Resident Discipline. The Policy is included in the KFMR Manual and should be reviewed by the Resident.
- 17. Moonlighting.** Details are documented in the KFMR Policy for Moonlighting. This Policy is included in the Resident Handbook and should be reviewed and adhered to by the Resident.
- 18. Counseling, Medical, Psychological and other Support Services.** The Residency Program and the Resident will adhere to Washington State Board of Medicine policies regarding physician impairment and substance abuse, including referral to appropriate recovery and rehabilitation services. In the event of a specific need, the Residency Program agrees to make every effort to assist the Resident to obtain appropriate counseling, medical, psychological and/or other support services available to Residents as Kadlec Health System employees.
- 19. Educational Activities.** The Resident agrees to actively participate in all the educational activities of the Residency which shall include, but shall not be limited to, scheduled weekly conferences,

teaching rounds at the hospitals, and any and all educational meetings scheduled by the Residency. The Resident further agrees, as an additional educational responsibility, to assist in caring for Residency patients, which shall include maintaining regularly scheduled clinic hours; serving on call duty as required by the Residency; abiding by all policies, rules and regulations of all hospitals and other training facilities with which the Residency is affiliated. The Resident also agrees that, when caring for patients, the Resident will identify and contact, when possible, the patient's regular physician. The Resident agrees to participate, without further remuneration, in educational activities in physicians' offices and in hospitals as necessary to complete his/her education to the satisfaction of the Residency.

This agreement is solely to provide the Resident with educational activities enabling the Resident to obtain a Certificate of Residency upon the satisfactory completion of the Residency. Any services provided by the Resident to the patients of the Family Medicine Medical Center are solely ancillary to the educational benefit derived from assisting in the care of said patients. The Residency is established solely to provide educational experience to the Resident as a learner.

The Residency will supply educational training for the Resident by any combination of full-time assignments, consultations, evaluations and other means. The Resident shall be required to conform to the policies and procedures of the Residency and the Resident will be under the direction of the Director of the Residency or his/her designated representatives.

20. Home Address in Proximity to the KFMR Family Medical Center. It is required the Resident reside within proximity of the KFMR's FMC facility. It is expected that the Resident will be able to arrive at FMC within 20 minutes of leaving their home.

21. Resident responsibilities. The Resident shall:

- a. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
- b. Participate in safe, effective and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility.
- c. Participate fully in the educational activities of the Residency and, as required, assume responsibility for teaching and supervising other residents and medical students.
- d. Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures and policies of institution and the Residency Program.
- e. In the course of performing under this Agreement, Contractor/Vendor including its employees, agents or representatives may receive, be exposed to or acquire Confidential Information. Confidential information may include but is not limited to patient information, contract terms or proprietary data in any form, whether written or oral, or contained in any computer data base or computer readable form. Contractor/Vendor i) shall not disclose Confidential Information except as permitted by this Agreement,(ii) only permit use of such Confidential Information by employees,

agents and representatives having a need to know in connection with performance under this Agreement, and (iii) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

- f. Contractor/Vendor represents and warrants that it has not been excluded from or barred from participation in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS, Tricare, or the retired railway workers benefit program, nor has it received a criminal conviction related to such health care program. Notice must be given immediately if Contractor/Vendor becomes excluded or barred from any of the above programs.
22. **Evaluation Sessions.** The Resident agrees to participate in scheduled counseling and evaluation sessions with the Residency faculty. These are designed to guide the Resident's studies and development. The Resident agrees that the educational responsibility of the Residency includes that of assessing Resident's competence and agrees to actively cooperate in the process which may include, but is not limited to, direct observation of Resident performance, national In-Training Examination and written examination and evaluation by supervising physicians in the community. Further, the Resident agrees to advise the Residency of any physical or emotional conditions that may adversely affect Resident's performance. In the event the Resident's performance is, in the opinion of the Residency, deficient, the Resident agrees to cooperate in the evaluation of the deficient areas and in the creation of a plan for remediation.
23. **Termination of Agreement.** Failure by the Resident to meet any of the requirements of this Agreement shall result in this agreement being automatically terminated. Due to the educative purpose of this Agreement, good standing in the Residency program is a condition precedent to this agreement. Dismissal of the Resident from the Residency terminates all rights of the Resident incident to employee status at Kadlec Regional Medical Center. If KRMC reasonably determines Physician is abusive or disruptive to employees of KRMC or that the Physician is generally disruptive in the performance of the duties and responsibilities outlined in this Agreement, following appropriate written and/or verbal warnings by KRMC to Physician of such abusive disruptive behavior, the physician will be terminated.
24. **Integrity of the Clinical Portion of the Training Program.** The Residency was established to train physicians for southeastern Washington. In order to provide ongoing clinical training and patient care opportunities and to continue to meet accreditation standards, it is essential that various clinical programs in southeastern Washington areas, including the Family Practice Centers, maintain adequate numbers of patients.
25. **Grievance Procedure.** A specific grievance policy is outlined in detail in the KFMR Policy for Remediation, Discipline and Dismissal of Residents. The Policy included in the Residency Manual.
26. **Resident Handbook.** The Resident hereby acknowledges receipt of a New Innovations user name and password. The Resident Handbook is accessed through the Kadlec shared drive. The Resident hereby agrees to abide by all terms and conditions and policies therein contained.
27. **Dispute, Appeal and Arbitration Clauses.** In the event that any dispute between the parties arises out of this agreement, the parties agree to meet and confer on any issue that is the subject of a dispute under this Agreement. In the event the parties are unable to resolve a

dispute, the parties shall submit the dispute to binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator shall have the discretion to award to the prevailing party, if any, that party's attorney's fees and costs or otherwise apportion the parties' attorney's fees and costs between them as part of the arbitrator's decision. The parties agree that the applicable Washington State statutes of limitations will apply to any such claims brought in arbitration by either party to this Agreement.

28. **Federal/State Laws.** Contractor/Vendor agrees to abide by all pertinent state and federal laws and regulations in the performance of its obligations hereunder.
29. **Applicable Laws.** The parties to this agreement shall comply with all applicable federal, Washington State and Benton County statutes, regulations and ordinances; and the proper venue of any action on this agreement shall be in Benton County, Washington.
30. **Assignment.** Neither party may assign its duties, rights, or obligations under this Agreement without prior written approval of both parties. Such approval shall not be unreasonably withheld.
31. **Change in Law.** The parties hereto agree that in the event that legislation is enacted or regulations are promulgated or a decision of court is rendered or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such Adverse Change in Law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible in light of the Adverse Change in Law. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of (i) the effective date of the Adverse Change in Law or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.
32. **Quality Management.** Contractor/Vendor agrees to participate in quality review or quality management activities.
33. **Joint Commission.** Contractor/Vendor is required to meet all regulatory guidelines as well as all applicable The Joint Commission standards in the current Joint Commission standards manual.
34. **Medicare books and records clause.** To the extent applicable, Contractor/Vendor shall, in accordance with Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, make available upon written request to the Secretary of the United States Department of Health and Human Services, or upon written request to the Comptroller General of the United States, General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to verify the nature and extent of the costs of the services provided by Contractor/Vendor under this agreement. Contractor/Vendor further

agrees that in the event Contractor/Vendor carries out any duties under this Agreement through a permitted subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, with a related organization, such agreement shall contain a clause to the effect that until expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary of the United States Department of Health and Human Services, or upon written request to the Comptroller General of the United States, General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records as are necessary to verify the nature and extent of such costs.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

BY _____ **DATE** _____

Resident

BY _____ **DATE** _____

Erick B. Isaacson, M.D., FAAFP, Program Director
Program Director
Kadlec Family Medicine Residency

BY _____ **DATE** _____

Dale Hoekema, M.D., FCCP, DIO
Kadlec Health System
Designated Institutional Official
Kadlec Family Medicine Residency

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