

Resident Appointment Agreement

This Resident Appointment Agreement (“Agreement”) is entered into and effective **June 5, 2023** between Virginia Mason Medical Center (hereinafter “Site Sponsor”) and _____ (Resident name – please print) **MD vs DO** (circle as appropriate) for the **Transitional Year** Program at Virginia Mason Medical Center.

Recitals

WHEREAS, Virginia Mason Franciscan Health (“VMFH”), on behalf of its affiliated entities, is the institutional sponsor (“Institutional Sponsor”) as defined by the Accreditation Council for Graduate Medical Education (“ACGME”) of various accredited training programs (“Accredited Training Programs” or “Program”) for which Site Sponsor is the employer of the Resident;

WHEREAS, Site Sponsor, in furtherance of its charitable mission and with the intention of providing a community benefit, operates facilities or has affiliated facilities (“Affiliated Facilities” or “Affiliated Facility”) for the provision of professional medical services in order to improve the availability of quality medical services to the community;

WHEREAS, Site Sponsor supports Accredited Training Programs to provide further training and experience to qualified, licensed individuals in various medical specialties, and to further the mission and tax-exempt purposes of Site Sponsor;

WHEREAS Institutional Sponsor and Site Sponsor work together to provide an appropriate educational program and education environment for the training and education of Residents;

WHEREAS, Resident has verified qualifications as a Doctor of Medicine or Doctor of Osteopathy who meets the criteria for participation in graduate medical education and has applied and been accepted by Institutional Sponsor as a Resident into the Accredited Training Program;

WHEREAS, the Resident is a physician who wishes to participate in the Program;

WHEREAS, the Parties to this Agreement anticipate that the Resident will progress satisfactorily through the Program’s curriculum, thereby maintaining a contractual relationship with the Site Sponsor through the entirety of the Program; and

WHEREAS, the Resident and Site Sponsor share the mutual goal that the Resident will successfully complete the Program and qualify to take the applicable board’s certifying examination.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

A. APPOINTMENT

Site Sponsor hereby appoints Resident as a **PGY 1** in the Accredited Training Program hosted by Site Sponsor or at Site Sponsor’s approved facilities (“Program”). The term of this appointment is one (1) year and will terminate on **June 24, 2024**. This Agreement supersedes any previously oral or written agreements covering this term of appointment.

B. CONDITIONS OF APPOINTMENT

1. **Resident Responsibilities.** Resident agrees to the following:

- a) Fulfill the educational requirements of the Program and to accept and comply with the obligations and responsibilities outlined in the VMFH House Staff Manual and the applicable manual for the Program (hereinafter “Program Manual”). The VMFH House Staff Manual and the Program Manual will be provided to Resident in electronic format or hard copy;

- b) Function under the professional supervision of clinical rotation preceptor(s) and will not perform duties outside the Scope of Practice outlined in Exhibit A, which is incorporated by reference;
- c) Perform satisfactorily (as determined by the Program Director) and to the best of their ability the customary services of a Resident;
- d) Serve at Affiliated Facilities with the Program as directed by the Site Sponsor;
- e) Accept the duties, responsibilities, and rotations assigned by the Program Director;
- f) Meet the Program's standards for learning and advancement including the objective demonstration of the acquisition of knowledge and skills;
- g) Abide by Site Sponsor, Affiliated Facility and Sponsoring Institution's policies, procedures, rules and regulations, as may be amended from time to time;
- h) Conduct oneself ethically, morally and professionally in keeping with their position as a physician;
- i) Comply with the laws, regulations and policies to which Site Sponsor, Affiliated Facility and Program are subject, including but not limited to applicable employee policies, rules, laws and regulations and accreditation standards; and
- j) Abide by the terms, conditions and general responsibilities outlined in this Agreement.

2. **Site Sponsor Obligations.** Site Sponsor agrees to perform administrative and educational functions for the benefit of both the Resident and the Program. These functions include:

- a) Provision of a suitable educational experience in each Accredited Training Program, that substantially complies with the Essentials of Accredited Residencies in Graduate Medical Education as adopted or amended by the ACGME; or the standards of the Council on Podiatric Medical Education ("CPME").
- b) Payment of Resident's salary and benefits as set forth in the summary in Exhibit B to this Agreement which is incorporated by reference and maintenance of necessary records; and
- c) Provision of mechanisms for effective coordination of the Program with Affiliated Facilities.

C. MEDICAL RECORDS AND HIPAA

- 1. **Completion of Records.** The Resident is required to complete medical records within such time periods and in such manner as required by Site Sponsor and Affiliated Facility policy and applicable laws and regulations. Failure to complete medical records promptly, accurately and in accordance with Site Sponsor and Affiliated Facility policy indicates failure to deliver adequate care of patients and is considered grounds for corrective action.
- 2. **Confidentiality.** Resident must maintain the confidentiality of all personal health information of Site Sponsor and Affiliated Facility patients. Resident agrees to comply with all applicable Site Sponsor and Affiliated Facility policies, as well as all state and federal laws regarding patient confidentiality including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its corresponding regulations ("HIPAA"). The Resident's confidentiality obligations survive the termination of this Agreement.

D. SALARY AND BENEFITS

Resident salary and benefits are described on Exhibit B and are subject to adjustment on an annual basis, at the discretion of Site Sponsor. Further information on benefits is described in the most current VMFH House Staff Manual, which may be modified from time to time at the sole discretion of Institutional Official. Benefits programs and vacation and leave policies are subject to change as Site Sponsor and Affiliated Facilities continue integration with CommonSpirit Health. If there are any discrepancies between the VMFH House Staff Manual, Site Sponsor and Affiliated Facility policies, the Site Sponsor and Affiliated Facilities policies will prevail.

E. **PROFESSIONAL LIABILITY COVERAGE.** Professional liability coverage, as described in the VMFH House Staff Manual, will be provided by Site Sponsor. Such coverage is provided to Residents acting within the scope of their practice within the United States, during the course of their employment at the direction of and on behalf of Site Sponsor. For other professional

services provided by Resident which are not within the scope of the foregoing coverage, Resident shall be responsible for obtaining additional professional liability coverage and all necessary Site Sponsor approvals as described in Section F below. Site Sponsor shall have no responsibility or liability for such other activities. Resident agrees to promptly notify Site Sponsor in writing of every demand, notice, summons, or other process received by them. Resident shall fully cooperate with Site Sponsor and/or its insurers and appointed defense counsel in the defense of any claims or suits and such cooperation and requirement of notice shall be a condition of the insurance to be provided hereunder. This paragraph shall survive termination of this Agreement.

F. MOONLIGHTING

1. **Moonlighting Discouraged.** The Graduate Medical Education Committee (“GMEC”) discourages Residents from moonlighting, as described more fully in the VMFH House Staff Manual, because it may compromise the Resident’s medical education.
2. **Prior Permission Required.** If a Resident does seek to moonlight, the Resident must obtain prior permission of the Program Director before beginning outside employment, which permission is granted solely at the discretion of the Program Director. Resident duties and outside employment must not exceed eighty (80) hours per week and any outside employment arrangement which results in total hours in excess of this amount is strictly prohibited.
3. **Monitoring.** Residents will be closely monitored for the effect of moonlighting on their performance in the educational Program and any adverse effects may lead to withdrawal of permission for the Resident to moonlight.
4. **No Liability Coverage for Moonlighting.** Site Sponsor’s professional liability coverage does not cover moonlighting and Resident must arrange for additional coverage if they engage in moonlighting. Residents who have not completed their initial training are not permitted to moonlight directly for Site Sponsor, e.g., Emergency Room Coverage.

G. DUTY HOURS

The hours on duty start with morning rounds or conferences, with exact times determined at the discretion of the Program Director for each Program. Duty hour limitations are described with greater particularity in the VMFH House Staff Manual.

H. PROFESSIONAL FEES

As a condition of acceptance to the Program, to the extent applicable to Resident, all professional fees derived from services provided by the Resident are hereby assigned and accrue to Site Sponsor or Affiliated Facility. The Resident waives all rights to fees for professional services to patients, regardless of the level of participation in the care of those patients.

I. LICENSURE

The Resident will hold a current Washington postgraduate training limited medical license issued by the Washington Medical Commission for a resident or a fellow license and shall keep this license active during the Resident’s participation in the Program.

J. EVALUATION AND REAPPOINTMENT

1. **Evaluation.** Resident shall be evaluated with regard to their performance, knowledge, skills, satisfactorily progressing scholarship, and professional growth. Advancement to higher levels of responsibility will be on the basis of an evaluation of Resident’s readiness for advancement. This determination is the responsibility of the Program Director, with input from members of the teaching staff, other Site Sponsor providers as well as providers serving at Resident’s rotational assignments. Evaluations will be communicated to the Resident in a timely manner.
2. **Reappointment.** Reappointment from year to year shall be contingent upon Resident successfully completing the requirements of the Program, satisfying their responsibilities and obligations under this Agreement, and attaining the skills necessary for advancement to the next year of training, all in the judgment of the Program Director for Resident’s Program. To progress in the Program and to successfully complete the Program, a Resident must demonstrate their ability to assume increased responsibility for patient care.
3. **Decision Making.** Any decision by the Program Director to decline to reappoint Resident is made by the Program Director in the exercise of their professional medical and educational judgment.

- 4. Notification and Procedures.** If the Program Director decides not to reappoint the Resident or not to promote the Resident to the next level of training, the Resident will be notified in writing not later than four (4) months prior to the end of this Agreement. However, if the primary reason(s) for a decision to decline reappointment or promotion occurs within the four (4) month period prior to the end of the Agreement, Site Sponsor will provide Resident with such written notice as circumstances will reasonably allow prior to the end of the Agreement. The Program will provide timely notice of the effect of leaves(s) of absence on the ability of Residents to satisfy requirements for Program completion. Additionally, the Program will provide information related to eligibility for specialty board examinations.

K. GRIEVANCE AND DUE PROCESS PROCEDURES.

If a Resident is not reappointed, is not promoted to the next level of training or other disciplinary actions are taken as described in the VMFH House Staff Manual, the Resident may implement Site Sponsor grievance and due process procedures. Such procedures are described in the VMFH House Staff Manual. The Resident's right to due process and access to these procedures survive termination of this Agreement.

L. DRUG FREE WORKPLACE

Site Sponsor and Affiliated Facility are drug free workplaces. In accordance with Federal and/or State guidelines, and with other Site Sponsor and Affiliated Facility policies, Site Sponsor and Affiliated Facility reserves the right, at its discretion, to send Residents for drug testing upon reasonable suspicion or cause, pursuant to procedures set forth in the VMFH House Staff Manual and Site Sponsor and Affiliated Facilities policies.

M. SEXUAL HARASSMENT OR OTHER UNLAWFUL DISCRIMINATION

Harassment of any employee, Resident, patient or visitor is strictly prohibited. Policies regarding sexual harassment and other forms of workplace harassment and discrimination are described in Site Sponsor policies.

N. CONDITIONS OF SEPARATION

- 1. Resignation.** The Resident acknowledges their professional and academic obligations to fulfill this Agreement until its expiration. Notwithstanding the foregoing, a Resident may resign from the Program upon ninety (90) days prior written notice to Site Sponsor. The Resident's resignation must be submitted to the Program Director.
- 2. Termination or Limitation of Appointment.** In their sole discretion, the Program Director may relieve the Resident of clinical duties at any time if the Program Director believes such action is in the best interest of patient care. As further described in the VMFH House Staff Manual, with respect to disciplinary and grievance procedures, a Resident may have their privileges restricted, be suspended, be dismissed or have their participation in the Program not renewed for cause by the Program Director.
 - a) Specific bases for the foregoing actions include but are not limited to:
 - (1) unsatisfactory academic or clinical performance;
 - (2) failure to comply with the terms of this Agreement, or any Institutional Official or Site Sponsor and/or affiliated facilities rules, regulations, policies or practices;
 - (3) revocation or suspension of license;
 - (4) violation of federal or state laws or regulations;
 - (5) insubordination;
 - (6) conduct that is detrimental to patient care; or
 - (7) unprofessional conduct.
- 3. Effect of Termination.** Resident's Site Sponsor employment shall terminate upon the effective date of Resignation or Termination from the Program. Except as provided in this Agreement, the parties rights and obligations under this Agreement, including the Conditions of Appointment referenced in Section B. above and Resident's salary and Benefits referenced in Section D above shall also terminate based on the effective date.

O. PROGRAM CLOSURE/REDUCTION

If in its sole discretion, Site Sponsor decides to either reduce the size or close a Program or certain parts of a Program, Resident will be notified as soon as possible. An effort will be made either to allow Resident to finish the Program or assist the Resident in identifying a Program in which they may continue their education.



Ryan Pong, MD
Vice President & Chief Academic Officer
Designated Institutional Official

March 20, 2023
Date

Resident – Signature

Date

Exhibit A
Resident Scope of Practice and Physician Preceptor Expectations

For RESIDENTS

- A. Resident shall be under the supervision of a designated physician preceptor at all times.
- B. The residency program has a written plan of supervision on file which outlines: 1) the line of supervision for each Resident, 2) the type of supervision required for each level of training [direct, indirect, oversight], and 3) a listing of situations that require faculty notification by Residents.
- C. All patient care administered by Resident physicians shall be coordinated with the physician preceptor; and the physician preceptor bears ultimate responsibility for all care delivered by supervised Residents.
- D. Procedures may be performed under the supervision of physician preceptor/sponsor; and the physician preceptor may only supervise procedures for which s/he holds privileges to perform.
- E. Competency of a Resident to act as a 1st assistant in a procedure shall be determined by the physician preceptor and the Program in accordance with the policies of the Program.
- F. Resident may complete admission Histories and Physicals, Progress Notes, Operative Reports, and Discharge Summaries WITH co-signature by physician preceptor. All entries shall be signed, dated and timed by the Resident AND physician preceptor/sponsor.
- G. Residents may issue orders WITHOUT physician preceptor co-signature only when approved by the preceptor. It is the responsibility of the Program and preceptor to ensure appropriateness of Resident-issued orders.
- H. There must be a precepting physician or identified Resident point of contact with whom nursing staff, when necessary, may verify a Resident's competence to perform a procedure in the absence of direct supervision.

For FELLOWS

- A. The fellowship program has a written plan of supervision on file which outlines: 1) the line of supervision, 2) the type of supervision required for each level of fellowship training [direct, indirect, oversight], and 3) a listing of situations that require faculty notification by fellows.
- B. The Fellow is responsible for all care of assigned patients and will communicate directly with the attending on a daily or twice-daily basis. Rounds and case management issues will be reviewed throughout the day with the attending physician.
- C. The Fellow is to notify the attending physicians of any acute change in the status of a patient or any untoward effects that occur during care of the patient.
- D. Procedures will be performed with direct supervision until the Fellow has demonstrated competency. When competency is demonstrated, procedures as specified by the program may be performed with indirect supervision with direct supervision immediately available.

OPERATING ROOMS: Fellows will not perform operative interventions without attending surgeon supervision and the attending surgeon is responsible to be present for the critical part(s) of the operation.

Exhibit B
Compensation and Benefits (VMHC)

The below summarizes the key compensation and benefits provided to Residents. Further information can be found in the VMFH House Staff Manual and at the benefits web page, located at [Total Rewards Summary - Residents/Fellows](#)

1. **SALARY:** Resident will be provided with a salary that is subject to customary withholdings and deductions required or permitted by law or as authorized in writing by the Resident.
 - a. First Year: \$68,827.20
 - b. Second Year: \$71,198.40
 - c. Third Year: \$73,590.40
 - d. Fourth Year: \$77,438.40
 - e. Fifth Year: \$80,350.40
 - f. Sixth Year: \$84,156.80
 - g. Seventh Year: \$87,838.40
 - h. Eighth Year: \$91,894.40
2. **PAID TIME OFF:** Up to 20 days. **Vacation and Leave.** Residents are eligible for paid vacation as outlined in the summaries of Resident benefits. Leave policies including sick leave, emergency leave, family leave, medical, parental and caregiver leave, professional leave and leave without pay are described in the VMFH House Staff Manual. Leave in excess of 20 days/year may require extension of the residency/fellowship and may affect board certification.
3. **MEDICAL, PARENTAL and CAREGIVER (MPC) LEAVE:** Resident will be provided six (6) weeks (i.e., 240 hours) of approved medical, parental, and caregiver (MPC) leave(s) of absence for qualifying reasons that are consistent with applicable laws once during the duration of the Program. When approved the Resident shall receive one hundred percent (100%) of their salary in addition to continued health plan and disability insurance benefits for the Resident and any eligible dependent and as further described in the applicable Site Sponsor's policy on leave.
4. **HEALTH, LIFE AND DISABILITY INSURANCE.** The Resident may enroll in the health, life disability insurance coverage plans offered by Site Sponsor.
5. **EMPLOYEE ASSISTANCE PROGRAM.** The Site Sponsor Employee Assistance Program is also available to the Resident. Applicable policies and procedures with respect to impaired physicians are set forth in the VMFH House Staff Manual.
6. **EDUCATIONAL STIPEND:** Residents (PGY1-PGY8) are provided \$1,000.00 per year as more particularly described in the VMFH House Staff Manual and applicable Program Manual.
7. **RESIDENT MEDICAL LICENSE:** Site Sponsor will pay fees associated with the Resident's state medical license, as more particularly described in the VMFH House Staff Manual and applicable Program Manual.

8. **PHONE:** \$900/year per year (provided Resident agrees to applicable terms and conditions), in quarterly disbursements while employed as a Resident.
9. **MEALS:** \$250.00 per month as described in VMFH House Staff Manual – VMMC Addendum.
10. **ATTIRE:** White Coats and Scrubs are provided at clinical locations appropriate to need.
11. **PARKING:** Provided at clinical sites while on duty as more particularly described in the VMFH House Staff Manual – VMMC Addendum.
12. **HOUSING:** Annual Housing Stipend: \$6,500 per year in quarterly disbursements while employed as a Resident. Resident will be responsible for securing their living quarters and transportation.
13. **MEDICAL INSURANCE:** Available as described by the Site's benefit descriptions. The health plan package offers selection options at a 50/50 premium cost share in 2023 and 2024 - Resident contributes up to 50% of the premium of the health plan selection of their choosing, the employer contributes the remaining 50% of the premium.
14. **RELOCATION ASSISTANCE:** Resident may receive up to \$1,750 in reimbursable relocation assistance for the purpose of aiding in relocating to service area prior to commencing the first year of the residency/fellowship program..
15. **RETIREMENT SAVINGS PLAN:** Participation in Site's retirement plans available as described the Site's benefit descriptions.