Residency Appointment Agreement

This Residency Appointment Agreement ("Agreement") is entered into and effective this July 01, 2020 between Virginia Mason Medical Center ("Virginia Mason") and Insert Resident Name ("Resident")

A. APPOINTMENT

Virginia Mason hereby appoints Resident as a PGY1 in the Internal Medicine Program at Virginia Mason ("Program"). The term of this appointment is one year and will terminate on June 30, 2021. This Agreement supersedes any previously signed agreements covering this term of appointment.

B. CONDITIONS OF APPOINTMENT

1. Resident Responsibilities. Resident agrees to:
   a) perform satisfactorily (as determined by the Program Director) and to the best of their ability the customary services of a Resident;
   b) serve at Virginia Mason and other facilities affiliated with the Program;
   c) accept the duties, responsibilities, and rotations assigned by the Program Director;
   d) meet the Program's standards for learning and advancement including the objective demonstration of the acquisition of knowledge and skills;
   e) abide by Virginia Mason policies, procedures, rules and regulations, including all policies and procedures described in the Graduate Medical Education House Staff Manual (the "Resident Manual") and program policies and procedures, as may be amended from time to time;
   f) conduct one’s self ethically, morally and professionally in keeping with their position as a physician; and
   g) abide by the terms, conditions and general responsibilities outlined in this Agreement.

2. Virginia Mason Obligations. Virginia Mason 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 residency Program, through a training program that substantially complies with the Essentials of Accredited Residencies in Graduate Medical Education as adopted or amended by the Accreditation Council for Graduate Medical Education ("ACGME").
   b) payment of Resident’s salary, procurement and administration of fringe benefits set forth in this Agreement and maintenance of necessary records; and
   c) provision of mechanisms for effective coordination of the Program with affiliated training sites.

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 Virginia Mason policy and applicable law. Failure to complete medical records promptly, accurately and in accordance with Virginia Mason 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 Virginia Mason patients. Resident agrees to comply with all applicable Virginia Mason 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").
D. SALARY AND FRINGE BENEFITS

Resident salary is set forth below and is subject to adjustment on an annual basis, at the discretion of Virginia Mason. Resident fringe benefits are specifically designed for resident house staff and are described in the most current Resident Manual, which may be modified from time to time at the discretion of Virginia Mason. Resident acknowledges that fringe benefits are limited to those described in the Resident Manual. The following provides a summary description of salary and benefits, with more detail set forth in the Resident Manual:

1. Salary and Fees; Personal Items; AIRP Rotation Support. Residents commencing the Program July 01, 2020, shall receive compensation based on an annual salary of $62,284.87 less any deductions required by law or authorized in writing by the Resident. Virginia Mason will pay fees associated with the Resident’s state medical license, as more particularly described in the Resident Manual. Any personal items (e.g. white coats, meals, parking) shall be provided to the extent outlined in the Resident Manual. Resident will be responsible for securing their living quarters and transportation.

2. Health, Life and Disability Insurance Coverage. The Resident may enroll in the following insurance coverage plans offered by Virginia Mason and described more particularly in the Resident Manual: medical, dental, life, and disability.

3. Employee Assistance Program. The Virginia Mason Employee Assistance Program is also available to the Resident. Applicable policies and procedures with respect to impaired physicians are set forth in the Resident Manual.

4. Professional Liability Coverage. Professional liability coverage, as described in the Resident Manual, will be provided by Virginia Mason. 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 and on behalf of Virginia Mason. 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 Virginia Mason approvals as described in Section E. below. Virginia Mason shall have no responsibility or liability for such other activities.

5. Vacation and Leave. Residents are eligible for paid vacation as outlined in the Resident Manual. Leave policies including sick leave, emergency leave, family leave, professional leave and leave without pay are described in the Resident Manual. Leave in excess of 20 days/year may require extension of the residency and may affect board certification (see Resident Manual).

E. MOONLIGHTING

1. Moonlighting Discouraged. The Virginia Mason Graduate Medical Education Committee discourages Residents from moonlighting, as described more fully in the Resident 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 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 Resident to moonlight.

4. No Liability Coverage for Moonlighting. Virginia Mason professional liability coverage does not cover moonlighting and Residents must arrange for additional coverage if they engage in moonlighting. Residents who have not completed their initial residency are not permitted to moonlight directly for Virginia Mason, e.g. Emergency Room Coverage.
F. 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 residency Program. Duty hour limitations are described with greater particularity in the Resident Manual.

G. 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 Virginia Mason. The Resident waives all rights to fees for professional services to patients, regardless of the level of participation in the care of those patients.

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

I. EVALUATION AND REAPPOINTMENT
1. Evaluation. Resident shall be evaluated with regard to their performance, knowledge, skills, satisfactory progressive 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. 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 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 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, Virginia Mason will provide Resident with such written notice as circumstances will reasonably allow prior to the end of the Agreement.

J. 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 Section M. of this Agreement or the Resident Manual, the Resident may implement Virginia Mason grievance and due process procedures. Such procedures are described in the Resident Manual.

K. DRUG FREE WORKPLACE
Virginia Mason is a drug free workplace. In accordance with Federal and/or State guidelines, and with other Virginia Mason policies, Virginia Mason reserves the right, at its discretion, to send employees for drug testing upon reasonable suspicion or cause, pursuant to procedures set forth in the Resident Manual and Virginia Mason policy.
L. SEXUAL HARASSMENT OR OTHER UNLAWFUL DISCRIMINATION

Harassment of any employee, Resident, patient or visitor is not permitted. Policies regarding sexual harassment or other forms of workplace harassment and discrimination are described in Virginia Mason policies.

M. CONDITIONS OF SEPARATION

1. Resignation. The Resident acknowledges their ethical and legal 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 Virginia Mason. The Resident’s resignation must be submitted to the Program Director. All conditions of appointment will terminate on the effective date of the resignation.

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 Resident 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 training Program not renewed for cause by the Program Director.
   a) Specific bases for the foregoing actions include but are not limited to:
   b) unsatisfactory academic or clinical performance;
   c) failure to comply with the terms of this Agreement, or any Virginia Mason rules, regulations, policies or practices;
   d) revocation or suspension of license;
   e) violation of federal or state laws or regulations;
   f) insubordination;
   g) conduct that is detrimental to patient care; or
   h) unprofessional conduct.

N. PROGRAM CLOSURE/REDUCTION

If in its sole discretion, Virginia Mason decides to either reduce the size or close a Program or certain parts of a Program, Resident will be notified as soon as possible. A vigorous 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.

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Ryan Pong, MD
Director, Graduate Medical Education
Designated Institutional Official
Virginia Mason Medical Center

March 23, 2020
Date

__________________________________________
Resident – Signature

Resident Name

__________________________________________
Date