LEGACY EMANUEL HOSPITAL & HEALTH CENTER
INTERNAL MEDICINE RESIDENCY PROGRAM

AGREEMENT FOR RESIDENCY

This Residency Employment Agreement ("Agreement") is entered into between Legacy Emanuel Hospital & Health Center, an Oregon nonprofit corporation ("LEH"), and «FIRST_NAME» «LAST_NAME», «DEGREE» ("Resident").

RECITALS

A. Legacy Emanuel Medical Center and Legacy Good Samaritan Medical Center (collectively "Hospitals") are tertiary care teaching hospitals in Portland, Oregon, and are suitable environments for medical education experience and provide such experience through structured programs ("Residency Program").

B. Resident wishes to participate in a training program that meets the standards of The Essentials of Approved Residencies as prepared by the Accreditation Council for Graduate Medical Education.

C. Resident's training under this Agreement will take place at Legacy Emanuel Medical Center and/or Legacy Good Samaritan Medical Center, as needed.

AGREEMENT

In consideration of the mutual covenants and premises herein, the parties agree as follows:

1. Employment Status. Resident shall be employed at an **R-1 level** in the Internal Medicine Residency Program of Hospitals.

2. Term. The term of this Agreement shall be from «START_DATE» ("Effective Date") through «END_DATE». This Agreement may be renewed for an additional term of twelve (12) months, up to a cumulative total of thirty-six (36) months. Should either party decide not to renew this Agreement, that party shall give written notification of intent not to renew at least one hundred and twenty (120) days prior to the contract expiration date; *provided*, however, that if allowed by the accreditation requirements, LEH may provide Resident with less notice of non-renewal in compliance with Procedures for Review, Evaluation and Promotion of Residents as found in Hospitals' Housestaff Policy Manual. In the event of non-renewal of this Agreement, Resident may implement the grievance procedure in accordance with Resident Resolution of Problems and Grievances as set forth in Hospitals' Housestaff Policy Manual.

This Agreement, and Resident's employment with LEH, is contingent upon Resident having: (a) successfully completed a pre-employment health assessment (which includes a drug screen) and other pre-employment screenings as required for all new employees of Legacy Health; (b) a legal right to work in Oregon; and (c) all Visa or other immigration permits necessary to properly perform the services under this Agreement, on or before

«START_DATE». During the duration of this Agreement, Resident shall ensure that such immigration and work authorizations remain current. If appropriate immigration and work authorizations are not properly maintained, LEH may terminate this Agreement without prior notice.

3. Evaluation. Each Resident will be evaluated periodically and the evaluation will be documented on his or her record. This evaluation will be based upon Resident's overall performance, including cognitive and clinical abilities, as measured by the assessment(s) of members of Hospitals' Medical Staff, evaluation forms, and other methods appropriate to Resident's specialty. Notwithstanding Section 2 above, if Resident's performance is considered unsatisfactory in any area, LEH may in its sole discretion terminate this Agreement at any time, in accordance with Hospitals' Housestaff Policy for "Procedures for Review, Evaluation and Promotion of Residents."

4. Hospitals' Responsibilities.

Hospitals shall:

4.1 Provide a training program that meets the standards of the Essentials of Approved Residencies as prepared by the Accreditation Council for Graduate Medical Education.

4.2 Pay Resident a salary of «ANNUAL_SALARY» per year for a full-time (1.0 FTE) appointment.

4.3 Provide Resident benefits as set forth in Hospitals' Housestaff policies for disability, health, life and dental insurance, and leaves of absence, vacation, sick leave, medical/ family leave, counseling and psychological support services, and other benefits as found in Hospitals' Housestaff Policy Manual incorporated herein by reference. Resident shall be entitled up to and not more than fifteen (15) weekdays of paid vacation, fourteen (14) calendar days of paid sick leave, and five (5) weekdays of paid educational leave during each 12 month period of this Agreement, and agrees to follow the policies defined in Hospitals' Housestaff Policy Manual "Vacation and Education Days" and "Sick Days" in addition to the policies established by his/her residency program, also incorporated herein by reference. All benefits shall commence on the Effective Date of this Agreement.

4.4 Provide disability insurance for injuries resulting from activities that are part of the Residency Program under Hospitals' program of self-insurance.

4.5 Defend and indemnify Resident against damages in any amount for professional liability arising out of the professional activities of Resident within Hospitals and any assigned duty of Resident in any training program sponsored by Hospitals during the term of this Agreement. Professional liability coverage shall be provided in accordance with Hospitals' Housestaff Policy "Resident/Fellow Professional Liability Coverage" and shall apply to claims reported or filed during or after the term of this Agreement.

4.6 Provide a work environment that promotes personal safety and Resident's well-being and education through the establishment of Duty Hours policies for each residency program. Duty Hours policies are included in Hospitals' Housestaff Policy Manual.

4.7 Provide an institutional policy to address a reduction in size or closure of a residency program as found in Hospitals' Housestaff Policy Manual, "Training Program Closure/Reduction."

4.8 Provide an institutional policy regarding accommodation for disabilities.

4.9 Provide Resident with sleeping quarters and bathing facilities when Resident is required to work the night shift (*i.e.*, night float) or when Resident must stay overnight in Hospitals to fulfill an "on-call" assignment. Hospitals do not provide residential housing for Residents or Fellows.

4.10 Provide Resident with on-call meals, at no cost to Resident, during on-call, in-hospital assignments.

4.11 Provide Resident with one or more lab coats (or equivalent) as described in Hospitals' Housestaff Policy Manual. Resident is responsible for laundering lab coats (or equivalent) and maintaining a professional appearance when on duty.

4.12 Provide Resident with scrubs and appropriate protective gear when Resident is scheduled to work areas of Hospitals where such attire is required for infection control purposes. Scrubs are the property of Hospitals, and shall not be removed from Hospitals' premises. Hospitals are responsible for the laundering and maintenance of all Hospital-owned scrubs.

4.13 Recognize the right of the Resident to use off-duty hours as he or she sees fit, including engagement in outside employment, so long as such outside employment does not interfere with his/her obligations to Hospitals or the effectiveness of the educational program to which he/she is appointed, and is in accordance with Hospitals' Housestaff Policy "Moonlighting."

4.14 Allow Resident to join a housestaff organization. A housestaff organization may be formed, if so desired. Membership in the organization by Resident is optional.

4.15 Allow elected representatives from the housestaff to serve on designated committees, as determined by the President of the Medical Staff and the chairman of the designated committee.

5. <u>Resident's Responsibilities</u>.

Resident shall:

5.1 Fulfill satisfactorily, and to the best of his/her ability, the core and general accountabilities as stated in the Legacy Health Resident Job Description as set forth in Attachment A.

5.2 Fulfill satisfactorily, and to the best of his/her ability, the educational requirements of the training program in which Resident is enrolled.

5.3 Familiarize himself/herself with and abide by the policies, rules, procedures, and regulations established by Hospitals and Hospitals' Medical Staff, governing the work and conduct of Resident that are not inconsistent with this Agreement.

5.4 Familiarize himself/herself with and abide by Legacy Health policies, Hospitals' policies, and Hospitals' Housestaff Policy Manual, as they exist now and as they may be amended during the term of this Agreement.

5.5 Complete all medical records for care given by Resident within the time frame stated in Hospitals' policies and Hospitals' Medical Staff Rules and Regulations.

5.6 Obtain a regular Oregon State License, or a temporary certification or registration, to practice medicine in the State of Oregon in accordance with applicable statutes and regulations.

5.7 Wear appropriate attire when on duty in accordance with Legacy Health Policy LHS.500.503, Personal Appearance.

5.8 Fulfill any duty hours which are scheduled by Hospitals and to which Resident is assigned.

5.9 Provide suitable professional liability coverage with minimum policy limits of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate for any professional services rendered by Resident outside the scope of this Agreement.

5.10 Timely complete all necessary documentation to allow Hospitals to obtain allowable reimbursement for Resident's professional services and to implement Hospitals' insurance benefits.

5.11 Complete, without regard to any unexpected interruptions of this Agreement, the requirements of the training program in which Resident is enrolled. If Resident takes a leave of absence, including, but not limited to, medical leave, family leave, personal or military leave, during the course of his/her residency training, Resident must be prepared and able, at Program Director's discretion, to extend his/her residency beyond his/her expected graduation date for an amount of time up to the duration of the leave as referenced in Hospitals' Housestaff Policy Manual. This extension is necessary to meet residency accreditation requirements and to qualify Resident for certification in his/her specialty.

5.12 Hospitals will not tolerate any form of harassment, including but not limited to sexual harassment. Residents' rights and responsibilities are outlined in Legacy Health Policy LHS.500.504: Harassment, as referenced in Hospitals' Housestaff Policy Manual.

5.13 Hospitals are committed to providing and maintaining a workplace that is free from alcohol and drug abuse and other forms of impairment. Residents' rights and responsibilities regarding physician impairment are outlined in Legacy Health Policy LHS.500.702: Alcohol and Drug-Free Workplace Policy and in Hospitals' Housestaff Policy Manual "Impairment" policy.

5.14 Abide by and be bound by the Intellectual Property Policy of Legacy Health, LHS.100.37, as such Policy may now exist or may hereafter be amended.

6. Exemption from the Fair Labor Standards Act. Resident is a professional employee of LEH and, accordingly, is not entitled to overtime for services.

7. Grievance Procedure. Should either party feel there is a violation or breach of this Agreement, the right of grievance and appeals, as outlined in Hospitals' Housestaff Policy Manual: "Resident Resolution of Problems & Grievances," may, but is not required to, be implemented by the party alleging breach.

8. Miscellaneous Provisions.

8.1 Severability. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.2 Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. To be effective, a waiver must be in writing.

8.3 Controlling Law. This Agreement is executed and delivered in the State of Oregon and shall be construed and enforced in accordance with the laws of that state.

8.4 Modifications. This Agreement contains the entire understanding between the parties hereto and may be amended, modified, or supplemented only in a writing signed by the parties.

8.5 Assignment. This Agreement, being for the personal services of Resident, shall not be assigned by Resident. LEH may assign this Agreement to successors or affiliates.

8.6 Notices. All notices hereunder shall be in writing and all demands hereunder shall be sent by registered or certified mail, addressed to the respective parties of their addresses herein set forth, or such other address as may be designated hereafter by registered or

certified mail. Notices shall be deemed received when actually delivered or three (3) days after being mailed, whichever is earlier.

HOSPITALS: Legacy Good Samaritan Hospital and Medical Center
1015 NW 22nd Avenue
Portland, OR 97210
Attn: Sr. Vice President & Chief Medical Officer

RESIDENT: «FIRST_NAME» «LAST_NAME», «DEGREE»
«HOME_ADDRESS»
«CITY», «STATE» «ZIP»

8.7 Independent Representation. Each party has had the opportunity to be represented by and to have this Agreement reviewed by his/her own separate legal counsel. Neither party makes or represents to the other any representation of law or fact except as specifically provided in this Agreement.

8.8 Entire Agreement. This Agreement (together with all attachments) represents the entire agreement between LEH and Resident with respect to the subject matter herein. It supersedes all prior agreements and understandings, whether written, oral or implied, including any agreements for residency between the parties for prior years.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LEGACY EMANUEL HOSPITAL & HEALTH CENTER

By: _____
~~[illegible]~~
Its: SVP & Chief Medical Officer

Date: _____

By: _____
~~[illegible]~~
Its: Program Director, Internal Medicine Residency Training Program

Date: _____

RESIDENT

By: _____
«FIRST_NAME» «LAST_NAME», «DEGREE»
R-1 / Internal Medicine

Date: _____

LEGACY HEALTH SYSTEM
Job Description

Job Code #: 7807
FLSA: Exempt
Union Code: N/A

TITLE: RESIDENT

REPORTS TO: DIRECTOR OF TRAINING PROGRAM and
DIRECTOR OF GRADUATE MEDICAL EDUCATION

DEPARTMENT: GRADUATE MEDICAL EDUCATION

DATE LAST REVIEWED: June 25, 2007

JOB SUMMARY: A resident is a physician in training at any level of a graduate medical education residency program accredited by the Accreditation Council for Graduate Medical Education or the Council on Podiatric Medical Education. Residents provide patient care services, according to their level of responsibility, under the supervision of credentialed members of the Medical Staff. Residents are also responsible for educating other residents and medical students, as appropriate for their level of training, and as assigned by their Program Director.

Access Level to Protected Health Information (PHI):
B= Approved access to patient care areas and medical records of patients under their care as needed to carry out their duties.

QUALIFICATIONS:

Education: Must be a graduate of a medical school accredited by the Liaison Committee on Medical Education, the American Association of Colleges of Podiatric Medicine or the American Osteopathic Association, or a graduate of a medical school recognized by the *World Directory of Medical Schools,* published by the World Health Organization.

Licensure: Must hold a regular State Medical License for the applicable state, or a temporary certification or registration, to practice medicine in the applicable state in accordance with applicable statues and regulations. Must be a provider of Advanced Cardiac Life Support, certified by the American Heart Association.

Additional Criteria: Must meet the selection criteria for his/her residency program as defined by the accreditation authority for that residency program and as defined by the Program Director for that residency.

CORE ACCOUNTABILITIES

1. <u>TEAMWORK</u>: Cooperation, adaptability, flexibility, communication, dependability, supports team goals.

Works collaboratively with all departments.
Establishes and maintains open communication to enhance team effort.
Demonstrates flexibility in response to unexpected changes in work volume, emergencies, staffing and scheduling.
Fulfills work schedule and commitments.
Looks for opportunities to assist co-workers.

2. RESPECT AND CARING: Compassion, customer relations, professional behavior, confidentiality, valuing diversity.

Uses interpersonal skills which convey a positive and supportive attitude.
Uses discretion in discussions related to staffing or personal concerns.
Gives constructive feedback in a non-blaming, positive and confidential manner.
Makes continuous effort to identify opportunities to meet/exceed customer needs and expectations.
Demonstrates commitment to understanding and valuing individual differences and fosters an environment of acceptance, fairness and mutual respect.

3. EFFECTIVE USE OF RESOURCES: Effective use of time, people, supplies, safe and attentive work practices.

Works in a safe manner.
Maintains a safe and clean work environment.
Promotes cost effectiveness through the proper use and conservation of supplies and equipment.
Identifies cost saving measures.
Reports needed repairs or potential hazards to the appropriate department as soon as identified.
Reports all on-the-job injuries and seeks medical attention as appropriate.

4. INITIATIVE: Self-motivation, takes on projects willingly, acts on opportunities to improve, contributes new ideas.

Takes the initiative to identify and solve problems.
Supports improvement and innovation in the workplace.
Demonstrates awareness of and supports Legacy Health System departmental and operating unit goals through participation in continuous quality improvement and departmental activities.
Promotes professional development and contributes to the professional growth of others.

GENERAL ACCOUNTABILITIES AND ESSENTIAL FUNCTIONS

1. Fulfills satisfactorily, and to the best of his/her ability, the academic requirements of the training program in which Resident is enrolled.
    - General and Program Requirements are defined by the Accreditation Council for Graduate Medical Education for Internal Medicine and Transitional Year Residencies, and by the Council on Podiatric Medical Education for Podiatric Surgical residencies.
    - Specific educational goals and objectives for each year of residency training are defined in the policy manual for each residency program.
    - Additional program requirements may be established by the Program Director.

2. Incorporates information provided through the residency program's performance evaluation process to expand his/her knowledge base and develop the skills, values and attitudes applicable to his/her level of training.

3. Demonstrates knowledge of clinical medicine and applies this knowledge in the provision of inpatient and outpatient care, as appropriate for Resident's level of training.

4. In consideration of the patient's needs and age, demonstrates skill in patient admission, assessment, treatment planning, monitoring and discharge planning.

5. Demonstrates competency in medical records documentation.

6. Demonstrates good judgment in prioritizing and organizing workload to ensure timeliness of patient care.

7. Fulfills any duty hours that are scheduled by Hospital and to which Resident is assigned.

8. Works as a twenty-four-hour team member with the oncoming residents sharing information about patients in the previous shift.

9. Maintains and increases medical knowledge through self-directed learning, attendance at resident conferences and meetings, and participation in professional organizations.

10. Participates in committees and work groups, as assigned, and actively contributes to group problem solving.

11. Assumes responsibility for teaching and supervising medical students and/or other residents.

12. Provides appropriate education to patients related to medical condition, self-care needs, health care habits, mobility, etc.

13. Incorporates age-specific learning principles into patient education strategies.

14. Familiarizes himself/herself with and abides by the policies, rules, procedures, and regulations which govern the work and conduct of residents and have been established by the residency program, the Hospital and its Medical Staff.

The above accountabilities represent work performed by this position and are not all-inclusive. The omission of a specific accountability will not preclude it from the position if the work is similar, related, or a logical extension of the position.

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PHYSICAL FUNCTIONS OF JOB

JOB TITLE: Resident **DEPT: Graduate Medical Education** **JOB CODE#: 7807**

Indicate which of the following physical functions are required to perform the essential functions of the job. Answer any additional questions, fill in appropriate blanks and add additional comments as needed to help understand the physical requirements.

Check if essential function	ACTIVITY	FREQUENCY (Percent of total time)				
		Continually (67 to 100%)	Frequently (34 - 66%)	Occasionally (6 - 33%)	Rarely (0 - 5%)	Comments
	POSITION - MOVEMENT					
X	Standing	X				
X	Sitting-up to ½ hour			X		
X	Moving about work area	X				Responds quickly to codes
X	Bending Forward		X			Patient care
X	Stoop Position - 1 min			X		Patient Care
X	Climbing stairs - 1 Floor			X		Elevator available
	Crawling-hands & knees				X	
X	Reaching overhead				X	To shelves
	LIFTING STRENGTHS					Indicate number of lbs.
X	Lifting				X	Up to 10 lbs
X	Patient Transfers/Lifting			X		2-14 X up to 50 lbs
X	Pushing/Pulling				X	40 lbs of force-stretchers
X	Moving carts, etc., wheelchairs,	Stretchers			X	40 lbs of force
X	Carry items:				X	10 lbs X 20 ft.
	DEXTERITY-COORDINATION					Comments (below)
X	Keyboard Operation		X			
X	Rapid-mental/hand/eye coord	X				Surgical/Medical Proc
X	Operation of motor vehicle			X		To off campus locations
	SPEECH & HEARING	Activity Required				
X	Clear & audible speaking voice	Yes: X No: Communicating with patients and staff				
X	Correctable vision	To read: (size print) 8 pt Other: Patient care activities				
X	Distinguish colors	Yes: X No: Patient care activities				
X	Distinguish shades	Yes: X No: Patient care activities				
X	Depth perception	Describe: Surgical procedures				
X	Ability to hear	Normal speech level: Yes Whispered level: Yes				
X	Other specific hearing req	Describe: Normal hearing frequency range - heart sounds				

ENVIRONMENTAL FACTORS (EXPOSURE TO)

Exposure	Item	Frequency	Exposure	Item	Frequency	Exposure	Item	Frequency
X	Heat	Freq (OR)		Dust			Uneven area	
	Cold			Smoke			Ladder/Scaf.	
	Humidity			Vibration		X	Radiation	Occas (x-ray)
	Wet area			Chemical sol.				
	Noise		X	Slippery area	Rarely			

OSHA Blood/Body fluid (BBF) exposure category: _X_ 1 = High risk probability of exposure BBF
(Indicate appropriate level) 2 = Possible risk of exposure BBF
___3 = No risk of exposure BBF

Other Comments: Ability to perform and stay alert for prolonged periods without sleep.