

FAMILY MEDICINE RESIDENCY OF IDAHO, INC.

RESIDENCY AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2019, by and between the FAMILY MEDICINE RESIDENCY OF IDAHO, INC. (herein referred to as "Residency") and _____ (herein referred to as "Resident");

WITNESSETH:

WHEREAS, Resident desires to obtain educational training as a family physician with the Residency; and

WHEREAS, Residency is a fully accredited residency for training family physicians ("Residency Program") and desires that Resident participate in the Residency Program; and

WHEREAS, Resident is in need of financial assistance to pursue the Residency Program and the Residency desires to grant Resident a salary;

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 Resident in Family Medicine for a period beginning July 1, 2019, and extending for a one-year period. If conditions develop from either the Residency's perspective or the Resident's that extend or terminate the contract, this will be dealt with on an individual basis. Either party may terminate this Agreement by giving written notice to the other party.
2. **RESIDENCY CLOSURE/REDUCTION:** In the unlikely event that we reduce the size of the residency program or even close the residency program, the Residency will inform the residents as soon as possible. In the event of such a reduction or closure, the Residency will make every effort to allow residents already in the program to complete their education. If any residents are displaced by the closure of a program or in reduction in the number of residents, the Residency will make every effort to assist the residents in identifying a program in which they can continue their education.
3. **CERTIFICATE OF RESIDENCY:** The Residency agrees to maintain a medical educational program in accordance with the standards established by the Accreditation Council for Graduate Medical Education in the General Essentials and Institutional Requirements of Accredited Residencies and the Special Requirements for Family Medicine Residencies. The Residency agrees to issue a Certificate of Residency Training upon satisfactory completion of the Residency program.
4. **REMUNERATION:** Resident shall receive educational support and remuneration for the first year in the amount of \$55,551. An initial payment of \$5,000 (less taxes) can be requested at the start of orientation. If this is requested, salary is decreased in a commiserate fashion over the remainder of the year. Subsequent payments shall be made bi-weekly. Salaries for the second and third years of employment will be adjusted subject to Board approval.
5. **VACATION:** Resident shall be entitled to sixteen working days of vacation per year. Vacation time must be arranged according to the leave policy. If there are any discrepancies the ultimate approval will be done by the Program Director of the Residency Program. Vacation time must be consistent with the activities and obligations of the Residency Program. Vacation days should be used during the term in which they are granted. Residents cannot exceed 28 days of absence per each academic year in the R-1 year and 30 days in the R-2 and R-3 years.

6. SICK LEAVE: If Resident is physically ill and consequently unable to perform his/her Residency Program duties, Resident shall be excused from his/her Residency duties and shall receive his/her regular compensation for up to seven days each year.

In the event Resident is ill, he/she must notify the receptionist in the clinic as soon as possible, so that appointments with patients can be rescheduled. Resident must then notify the senior resident on his/her service and the Residency Program Coordinator. If 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.

Sick leave not utilized during a given Residency year may not be carried forward to the next year.

7. PERSONAL LEAVE: Resident will be granted two personal leave days per academic year. A 24-hour advance notice to the staffing coordinator 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.
8. FUNERAL LEAVE: Resident may be absent from the Residency for up to three days per year for a death in his/her immediate family which includes parent, spouse, spouse's parent, sister, brother or child. Additional funeral leave may be granted at the discretion of the Program Director.
9. FAMILY AND MEDICAL LEAVES OF ABSENCE: Resident shall be entitled to such "family and medical leaves of absence" as may be permitted under the guidelines of the employee handbook currently in existence and as it may be amended or revised from time to time by the Residency throughout the term of this Agreement.

The Residency makes every effort to be in compliance with the rules of the American Board of Family Medicine, including the requirements that for a residency year to be counted as a "good" year without necessitating makeup of time lost, total non-educational leave, that is, the total of such things as sick days, personal time, vacation, and family and medical leaves of absences and other leaves for reasons not of a clearly delineated educational nature, should not exceed thirty calendar days per Residency year. Any non-educational leave in excess of thirty calendar days per Residency year must be made up pursuant to a plan approved by the Residency program to allow Resident to sit as a candidate for the American Board of Family Medicine. Graduation after June 30 of the involved year will require Resident to take the boards at a later time. In the event that Resident is absent thirty or more days from the Residency, the Residency may require Resident to start over the residency term in question.

10. SEMINARS: The Residency shall provide the first-year resident with up to \$1,000, the second-year resident with up to \$1,250, and the third-year resident may receive up to \$1,500 per year to attend educational meetings.

The first-year resident may be granted up to three working days, and the second-year resident may be granted up to five working days to attend conferences within Idaho. The third-year resident may be granted up to five working days to attend conferences in/or outside of Idaho.

Resident must obtain approval to attend any such conferences and/or lectures from his/her advisor per leave policy. Resident agrees to provide a presentation to the Residency on the material presented at the program.

11. PROFESSIONAL DUES: The Residency shall pay for professional licenses and dues to organizations for which licensure or membership is required by the Residency. Resident must obtain licensure to practice medicine in the State of Idaho.

12. **MALPRACTICE AND LIABILITY INSURANCE:** The Residency shall provide and maintain Resident with professional malpractice and liability insurance for all claims which arise from alleged acts or omissions which occur during the term of this Agreement and which acts or omissions occur within the course and scope of the resident's employment. At a minimum, the liability insurance policy shall contain limits in the amount of \$1,000,000 per occurrence and \$3,000,000 in the general aggregate. Coverage shall be extended to approved educational rotations. Malpractice and liability insurance does not cover work performed outside of the Residency program. Resident agrees to inform the Program Director of the Residency of any occurrence, which may reasonably be believed to likely result in a malpractice or liability claim. Resident also agrees to cooperate with the Residency, and their insurers, attorneys and representatives in the investigation and defense of any claim or potential claim.
13. **HEALTH INSURANCE:** The Residency shall provide Resident a comprehensive major medical plan at a small premium to be determined annually. Resident may elect to cover additional family members at his/her own cost. A copy of the plan in effect at the time of employment shall be provided during orientation.
14. **DENTAL INSURANCE:** The Residency shall provide Resident with group dental insurance at a small premium to be determined annually. The Residency shall provide the option to Resident for family dental coverage, which will be paid for by resident.
15. **COUNSELING SERVICES:** The Residency shall provide Resident access to confidential counseling, medical, and psychological support services.
16. **PHYSICIAN IMPAIRMENT:** The Residency has written policies that describe how we will address Resident impairment including that due to substance abuse located in the Residency's Disciplinary and Due Process policy.
17. **ACCOMMODATION FOR DISABILITIES:** The Residency has a written policy regarding accommodation which applies to residents with disabilities. This may be found in the Residency's resident policy manual.
18. **LIFE AND DISABILITY INSURANCE:** The Residency shall provide Resident with group life insurance coverage of one time's annual salary. The Residency will also provide group long-term disability insurance. Resident should refer to the terms and conditions of the group life and group disability policies for information regarding the qualifications for and extent of coverage.
19. **WORKING FACILITIES:** The Residency will furnish Resident with such facilities and services, as the Residency deems necessary and suitable for Resident's training and the performance of his/her duties. At approximately the mid-point of the R-1 year, Resident will be assessed as to their preference for their continuity clinic location. Beginning in the R-2 year, Resident will be assigned to one of four Residency Clinic Sites for their continuity clinic using the Patient Centered Medical Home model. These sites will be where further continuity care occurs for the remainder of their residency. The Residency shall provide Resident with two professional coats.
20. **HOURS OF WORK:** 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 efficient delivery of optimal patient care. The Residency will commit itself to fair scheduling of duty time for Resident including adequate off-duty hours. Resident recognizes that on certain services, experience will be scheduled on weekend days and evenings rather than on weekdays. Duty hours will be consistent with the General Essentials of Accredited Residencies and the Special Requirements for Family Medicine Residencies established by the

Accreditation Council for Graduate Medical Education.

- 20.1. Duty Hours - Defined: Duty hours are defined as all clinical and academic activities related to the residency program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours do not include reading and preparation time spent away from the duty site.
- 20.2. Duty Hour Rules: The Residency adheres to the ACGME policy and the RRC Guidelines Resident Workload and Duty Hours:
 - 20.2.1. Maximum Hours of Work per Week. Duty hours shall be limited to 80 hours per week, averaged over a four-week period, inclusive of in-house call activities.
 - 20.2.2. Mandatory Time Free of Duty. Residents must be scheduled for a minimum of one day free of duty every week (when averaged over four week block). At-home call cannot be assigned on these free days.
 - 20.2.3. Maximum Duty Period Length. Duty periods must not exceed 24 hours in duration. Residents may work up to 24 hours of continuous duty with four additional hours to wrap-up responsibilities.
 - 20.2.4. Minimum Time Off between Scheduled Duty Periods. Residents must have eight hours free of duty between scheduled duty periods.
 - 20.2.5. At Home Call. Time spent in the hospital by residents on at-home call must count towards the 80-hour maximum weekly hour limit. The frequency of at-home call is not subject to the every-third-night limitation, but must satisfy the requirement for one-day-in-seven free of duty, when averaged over four weeks.
 - 20.2.6. Call Frequency. Call frequency will not be any more frequent than every third night when averaged over a four week block.
21. WORKPLACE HARRASSMENT: The Family Medicine Residency of Idaho prohibits harassment of one employee by any employee or supervisor, resident, faculty member, patient, vendor or visitor, on the basis of sex or any other personal characteristics covered by our Equal Employment Opportunity provision. It is to assure that, in the workplace, no one is subject to unlawful harassment.
22. EDUCATIONAL ACTIVITIES: Resident agrees to actively participate in educational activities of the Residency Program 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. Resident further agrees as additional educational responsibility to assist in the caring for Residency patients, which assistance shall include maintaining regularly scheduled clinic hours; serving on call duty as required by the Residency; abiding by all policies, rules and guidelines established for quality patient care; and observing all policies, rules and regulations of all hospitals and other training facilities with which Resident is affiliated. Resident also agrees that when caring for Residency patients to refrain when possible from caring for patients without supervision of the patient's regular physician. 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 Resident with educational activities enabling Resident to obtain a Certificate of Residency upon the satisfactory completion of the Residency program. Any services provided by Resident to the patients of the Family Medicine Health Center are solely ancillary to the educational benefit derived from assisting in the care of said patients. The duties undertaken by Resident are to enhance Resident's skills as a physician and in no way does Resident replace any employee of the Residency.

The Residency will supply educational training for the Resident by any combination of full-time

assignments, consultation, evaluations and other means. Resident shall be required to conform to the policies and procedures of the Residency and Resident will be under the direction of the Director of the Residency or his designated representatives.

23. REASSIGNMENT OF INCENTIVE PAYMENTS. Resident reassigns to FMRI the right to receive the Incentive Payment and any other payments made in connection to Resident's participation as an Eligible Professional (as that term is defined in 42 CFR 495.4) in the Program. Resident understands and agrees that FMRI will collect and retain any payments made for the implementation, adoption, upgrade, and/or meaningful use of health information technology systems, including but not limited to certified EHR technology, by its employees or independent contractors as outlined in the attached PROVIDER ADDENDUM.
24. RESIDENT RESPONSIBILITIES: Resident shall:
 - 24.1. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
 - 24.2. Participate in quality, effective and compassionate patient care under faculty supervision, commensurate with his/her level of advancement and responsibility. Participate with residency in developing the resident's ongoing medical knowledge, interpersonal communication skills, professionalism, and practice based learning and systems based practice.
 - 24.3. Participate fully in the educational activities of the Residency and, as required, assume responsibility for teaching and supervising other residents and medical students. Resident is expected to participate and attend educational conferences designated by the Residency.
 - 24.4. Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures and policies of such institutions.
 - 24.5. Resident agrees to participate and cooperate with Residency's quality assurance, risk management and utilization review programs and such programs of any entity in which the Residency may participate, including programs of third-party payers.
 - 24.6. Resident agrees to maintain appropriate tracking and records of procedures performed and patients cared for.
25. EVALUATION SESSIONS: Resident agrees to participate in scheduled advisory and evaluation sessions with the Residency faculty. These are designed to guide Resident's studies and development. Resident agrees that the educational responsibility of the Residency includes that of assessing Resident competence and agrees to actively cooperate in the process which may include, but is not limited to, direct observation of Resident performance, written examination and evaluation by supervising physicians in the community. Further, Resident agrees to advise the Residency of physical or emotional conditions, which may adversely affect Resident's performance. In the event Resident's performance is, in the opinion of the Residency impaired, Resident agrees to cooperate in evaluation by a competent independent practitioner, which Residency may, at its discretion, request.
26. MOONLIGHTING AND OTHER EMPLOYMENT: Resident agrees that he/she will not maintain employment or provide medical services outside the activities of the Residency except with the approval of the Director of the Residency. Furthermore, such outside employment activities must not interfere with Resident's ability to fully perform his/her duties for the Residency or otherwise interferes with participation in the Residency. The malpractice and liability insurance provided as described in paragraph 12 does not provide coverage for acts or omissions occurring during the performance of such outside employment. Moonlighting will occur, if desired in the R-2 and R-3 years after Idaho licensure is obtained. All moonlighting hours will count toward work hours and will be monitored by the Residency for duty hour compliance. Any exceptions to this can be made only with the agreement of the Program Director. All residents must meet with Program Director prior to moonlighting and or other employment.
27. GRIEVANCE PROCEDURE: A specific grievance procedure outlining in detail the rights of Resident in

situations involving personal conduct of Resident has been accepted by the FMRI Board of Directors and the FMRI Graduate Medical Education Committee of the Residency, and is on file in the Residency office, and shall apply to Resident.

28. **TERMINATION OF AGREEMENT:** The Residency retains the right to terminate the Resident for any of the reasons listed below, or at any time The Residency determines that continuation of this Agreement would be inconsistent with the interests of The Residency. Acts of commission or omission which may result in the imposition of probationary status or dismissal include, but are not limited to, (a) failure to satisfactorily complete a rotation, (b) repeated unexcused absences from required program elements, (c) failure to obtain and maintain a current medical license, in the State of Idaho, (d) failure to comply with the established rules and regulations of the Residency, or any institution at which Resident is providing patient care, (e) insubordination or unethical conduct, and (f) failure to provide the quality of medical care to the Residency's patients consistent with the training and experience of the Residency.
29. **NON-RENEWAL OF CONTRACT:** The Resident's contract for the ensuing year may be withheld by the Program Director if the Academic Advisory Committee determines that, in spite of remedial or disciplinary action, the Resident's performance does not meet competency standards to justify advancement in the program. The Resident should be notified 120 days prior to the end of the Resident's current year.
30. **GOVERNING LAW:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of Idaho, including choice of laws. All duties and obligations of the parties hereunder are performable in the State of Idaho, and Idaho shall be the venue of any action, special proceedings, or other proceedings that may be brought, or arise out of, or in connection with, or by reason of, this Agreement.
31. **RURAL ROTATION:** Resident shall participate during the second year and third year of residency in a rural rotation of four weeks at an approved rural Idaho location. Additionally, the resident shall participate during the first year of residency in a two to four week community rotation of an approved rural Idaho location.
32. **ATTORNEY FEES PROVISION:** Each party shall be entitled to all rights and remedies provided at law or in equity for the breach of the terms of this Agreement and shall have the right to receive reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement. In the event that any controversy, claim, or action that is filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising out of the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorney's fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment.
33. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall be, for any reason, held invalid, illegal, unconscionable, or unenforceable in any respect, this Agreement shall be construed as if such provision had never been contained herein and all terms and provision hereof will remain in force to the fullest extent permitted by the law.
34. **AMENDMENT:** The parties hereto may, at any time hereafter, modify or amend this Agreement by subsequent written agreement executed by both parties. This Agreement may not, however, be changed orally, nor shall it be deemed modified in any way by any act of the parties hereto.
35. **CONFIDENTIALITY AND PROPRIETY INFORMATION:** Documents made or compiled by Resident, or made available to them during the term of this Agreement concerning the business of Residency shall be the property of Residency and such documents shall be delivered to Residency upon the

termination of this Agreement or any other time upon the request of Residency. Resident shall not use for his/her own benefit or the benefit of others, or divulge to others, any information, knowledge, or data of a confidential proprietary nature otherwise not readily available to members of the general public which concerns the business or affairs of Residency and which was required by Resident during the terms of this Agreement, except with the specific written consent of Residency.

- 36. NO THIRD-PARTY BENEFICIARIES: It is the intention of Residency and Resident that no individual or entity shall be construed as an intended third-party beneficiary under this Agreement.
- 37. COMPLIANCE WITH LAW: It is the intent of the parties that this Agreement is in strict compliance with all applicable laws, statutes, rules, and regulations, including, but not limited to, Medicare and Medicaid provisions, the provisions of the Internal Revenue Services, including those pertaining to non-profit organizations and facilities. If laws, regulations, interpretations, or rulings are propounded subsequent to the date of this Agreement, which may adversely affect strict compliance with any applicable law, or if any authority commences regulatory enforcement actions, the parties agree to renegotiate and amend the terms of this Agreement to secure such strict compliance. In the event any of the parties, after exercising good faith, have been unable to renegotiate the terms of this Agreement, either party shall be entitled to terminate this Agreement.
- 38. RESIDENT'S HANDBOOK AND EMPLOYEE HANDBOOK: Resident hereby acknowledges receipt of the employee handbook and a copy of resident's handbook that includes the grievance procedures, and hereby agrees to abide by all the terms and conditions therein contained.
- 39. ENTIRE AGREEMENT: This Agreement shall supersede all previous contracts and shall constitute the entire Agreement between the parties. No oral statements or prior written materials not specifically referred to herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein. The parties specifically acknowledge that in entering into this Agreement, they rely solely upon the representation and terms contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FAMILY MEDICINE RESIDENCY OF IDAHO, INC. RESIDENT

_____	Date	_____	Date
Program Director		Resident	

_____	Date	_____	Date
Ted Epperly, MD Designated Institutional Official President and CEO		Witness	

SAMPLE