

**OREGON HEALTH & SCIENCE UNIVERSITY  
INTERN/RESIDENT/FELLOW APPOINTMENT AGREEMENT**

This Agreement is entered into this 15<sup>th</sup> day of March 2019 by and between Oregon Health & Science University (“OHSU”), and \_\_\_\_\_, (Intern/Resident/Fellow). IT IS NOW THEREFORE MUTUALLY AGREED AND UNDERSTOOD:

**OBLIGATIONS OF THE Intern/Resident/Fellow:**

1. The Intern/Resident/Fellow accepts appointment by OHSU as a(n) \_\_\_\_\_ at PGY Level \_\_\_\_ in the Department or Division of \_\_\_\_ at OHSU for the period from \_\_\_\_ to \_\_\_\_ for 1.0 full-time equivalent(s) of training credit, and agrees to participate in the training program of OHSU and/or of any hospital or other facility with which OHSU has an affiliation agreement (“Residency Hospitals”) for the full term of this Agreement. This appointment, and any employment start date, is contingent upon the Intern/Resident/Fellow’s successful completion of all OHSU screening processes, which include pre-employment criminal background checks and drug screening.
2. The Intern/Resident/Fellow agrees to perform the assigned duties of this position to the best of the Intern/Resident/Fellow’s ability as set forth in OHSU’s Medical Staff Bylaws and Rules and Regulations, and to comply with the policies and administrative procedures of OHSU and any hospital or facility to which the Intern/Resident/Fellow may be assigned, the Oregon Medical Practice Act (ORS Chapter 677), the requirements of the Program Director of the Department or Division in which the Intern/Resident/Fellow is appointed (“Program Director”) and requirements of the Accreditation Council for Graduate Medical Education’s Review Committee and the specialty board of the Department or Division in which the Intern/Resident/Fellow is appointed. The Intern/Resident/Fellow further agrees that he/she will adhere to the expectations and requirements of the OHSU GME USMLE/COMLEX policy, and that he/she acknowledges that a failure to meet these requirements may result in suspension or termination from the program.
3. Intern/Resident/Fellow must obtain a license for the practice of medicine or such license as is required as soon as the Intern/Resident/Fellow is eligible under the Administrative Rules of the Oregon Medical Board. Appointment for the year of training when the Intern/Resident/Fellow first becomes eligible for licensure is contingent upon appropriate licensure by the Oregon Medical Board.
4. Engaging in professional activities outside of the residency program and the receipt of compensation for professional activities outside of the residency program are governed by OHSU’s policies governing conflicts of interest and outside compensation of OHSU employees generally. These activities are also subject to written departmental policies and approval requirements and Interns/Residents/Fellows are subject to these policies regardless of whether they are paid a salary or receive a stipend.
5. If the Intern/Resident/Fellow is offered an appointment for a fixed period subsequent to the term of the appointment identified in this Agreement under the conditions specified in OBLIGATIONS OF OHSU, paragraph 4 below, the Intern/Resident/Fellow must notify the Program Director in writing within ten (10) days of receipt of the offer of reappointment given pursuant to that paragraph 4, of his/her acceptance or rejection of the offer.
6. Signature of the Intern/Resident/Fellow (see page 3) is confirmation that he/she has reviewed all information on all pages of this Agreement and accepts the terms of this Agreement.

**OBLIGATIONS OF OHSU:**

1. OHSU shall provide a Graduate Medical Education (GME) program that has as its primary purpose the professional education of Intern/Resident/Fellows.
2. OHSU or its training hospitals shall provide the Intern/Resident/Fellow an annual salary/stipend of at least \$\_\_\_\_\_ in accordance with the established policies of OHSU or its training hospitals. In the case of an Intern/Resident/Fellow transitioning to or initially being funded from a training grant, an annual stipend will be provided. Payment of this salary/stipend and participation in the GME program under this Agreement shall be contingent upon satisfactory performance in all assigned courses and duties by the Intern/Resident/Fellow during the Intern/Resident/Fellow’s training program. It is understood that this appointment is a fixed term appointment, which is an appointment only for the specified period of time set forth in this Agreement. It is further understood that this appointment and all financial obligations of OHSU hereunder are contingent upon annual funding being appropriated, budgeted, and otherwise available to OHSU and its training hospitals.
3. This Agreement constitutes express authorization from the President of OHSU for the Intern/Resident/Fellow to provide services constituting patient care at all training hospitals, including, but not limited to, inpatient care, outpatient care, and all forms of consultation. OHSU may assign the Intern/Resident/Fellow to one or more of its training hospitals.
4. If the performance of the Intern/Resident/Fellow during the term of this Agreement is entirely satisfactory, and if additional years and positions of training are available in the program in which the Intern/Resident/Fellow is appointed, the Intern/Resident/Fellow may be offered a new fixed term appointment for continuation of the GME program. Any such

subsequent offer of appointment will be in writing and will be tendered at least sixty (60) days before the expiration of this Agreement.

**5.** The Executive Director, OHSU Hospitals and Clinics in consultation with the Program Director and the Director of GME, may elect not to renew this Agreement upon the expiration of the term of this Agreement; such non-renewal shall not be considered a termination of the appointment of the Intern/Resident/Fellow for cause or otherwise. The Program Director shall make a good faith effort to provide the Intern/Resident/Fellow with the primary basis for the decision not to renew. Such explanation shall be provided in the spirit of assisting and counseling the Intern/Resident/Fellow in planning for the Intern/Resident/Fellow's future career decisions. Interns/Residents/Fellows will be provided with a written notice of intent not to renew an agreement at least four months prior to the Interns'/Residents'/Fellows' current agreement. If the primary reason for the non-renewal occurs within four (4) months prior to the end of the current Agreement, OHSU will provide the Intern/Resident/Fellow with as much written notice as the circumstances will reasonably allow. Non-Renewal of an Intern/Resident/Fellow's agreement is grievable under the grievance policy referenced below.

**6.** Interns/Residents/Fellows are entitled to due process in connection with certain academic or other disciplinary action taken against Interns/Residents/Fellows, which could impact their career development and progress. OHSU will make available to Interns/Residents/Fellows written policies and procedures for administrative leave, terminations for cause and other sanctions.

**7.** Interns/Residents/Fellows are entitled to address concerns or complaints related to the work environment and issues related to the programs or faculty through a grievance process. OHSU will make available to Interns/Residents/Fellows written grievance policies and procedures.

**8.** An Intern/Resident/Fellow is eligible for fifteen (15) days of annual paid vacation in accordance with the GME Paid Time Off Guidelines and will be allowed the opportunity to schedule seven (7) consecutive days off (5 vacation days M-F, 2 weekend days) at any one time, three (3) times per year or at such time or times approved or assigned by the Program Director, and scheduled in accordance with the Departmental or Divisional policy. Annual vacation time is not cumulative from year to year.

An Intern/Resident/Fellow is entitled to fifteen (15) days off with pay for absence from service, which is due to illness, bodily injury, a necessity for medical or dental care or because of the Intern/Resident/Fellow's own illness or an illness or death of the Intern/Resident/Fellow's Family Members, as defined by applicable laws. Sick leave is cumulative through subsequent renewals of this appointment, if any. An Intern/Resident/Fellow who receives an academic appointment at OHSU upon completion of his/her training program is entitled to be credited with the previous unused, accrued sick leave.

**A.** An Intern/Resident/Fellow is eligible for up to five (5) days of annual paid education in accordance with the GME Paid Time Off Guidelines. Time away from training for education purposes greater than five (5) week days per year could count against the individual's vacation allotment for the year.

An Intern/Resident/Fellow may request leave for Family and Medical Leave, jury duty, military service, bereavement leave and any other leave required by law in accordance with written OHSU policies. Each training program's written policy concerning the effect of leaves of absence for any reason on satisfying the criteria for completion of the program or board eligibility will be provided to the Intern/Resident/Fellow.

**9.** OHSU has written policies and procedures available to Interns/Residents/Fellows to address physician impairment issues, including those due to substance abuse.

**10.** OHSU will provide information to Interns/Residents/Fellows regarding board eligibility requirements.

**11.** Subject to eligibility requirements, the Intern/Resident/Fellow may participate in one of the group health insurance programs sponsored by OHSU, and the Intern/Resident/Fellow may also elect to participate in other group insurance programs offered through OHSU, such as dental, life and disability coverages. If the Intern/Resident/Fellow is paid through OHSU payroll system, OHSU will pay part or all of the monthly premium of the health insurance, depending on the plan selected by the Intern/Resident/Fellow.

**12.** OHSU's professional liability insurance covers the Intern/Resident/Fellow for all duties and acts performed within the scope of the training program. An Intern/Resident/Fellow appointed through GME and acting within the course and scope of this appointment is indemnified and defended by OHSU through the provision of the Oregon Tort Claims Act (ORS 30.260 through 30.300). OHSU will continue to defend and indemnify in accordance with this statutory obligation for claims filed after completion of the resident's training, but arising from the Intern/Resident/Fellow's acts or omission during the training. No medical malpractice liability protection is provided for any of the acts of the Intern/Resident/Fellow performed outside his/her assigned duties or for acts or omissions which amount to malfeasance in office or willful or wanton neglect of duty.

**13.** OHSU provides confidential counseling services for all Interns/Residents/Fellows at no cost to them through the Resident & Faculty Wellness Program.

**14.** Sexual harassment and other types of unlawful discrimination are prohibited by OHSU policies and by state and federal law. OHSU does not tolerate this prohibited behavior. Retaliation of any kind taken against any Intern/Resident/Fellow as a result of that Intern/Resident/Fellow's seeking to have grievances or concerns addressed regarding sexual harassment or other

forms of discrimination is prohibited. Intern/Resident/Fellows with concerns about sexual harassment or other forms of discrimination should contact one of the following: their department chair, their Program Director, any academic or administrative official of OHSU, the Affirmative Action & Equal Opportunity Department (AAEO) or the Human Resources Department. The AAEO will investigate the concern and provide a mechanism for resolving the concern. Confidentiality will be maintained to the maximum extent possible.

15. When available, parking in one of the parking lots on the campus may be issued to the Intern/Resident/Fellow at a monthly charge subject to all usual OHSU parking policies and procedures.

16. OHSU does not provide living accommodations for the Intern/Resident/Fellow and/or his/her family. On-call rooms and meal tickets are provided for Intern/Resident/Fellows when they are assigned to night duty at OHSU. There are laundry facilities available for OR scrubs and lab coats.

17. The assignment of Clinical and Education Work hours and night call will be made by the Program Director of the Intern/Resident/Fellow's specific training program. These assignments may include days, plus fair scheduling of nights and weekends on-call. These assignments must follow the GME policy and procedures on Clinical and Education Work hours.

18. Upon the satisfactory completion of a specific training program, and upon the recommendation of the Program Director, a certificate evidencing the specified satisfactory training will be issued by OHSU.

### **POSITION DESCRIPTION - Intern/Resident/Fellow**

1. An Intern/Resident/Fellow at OHSU meets the qualifications for resident eligibility, which are outlined in the Accreditation Council for Graduate Medical Education requirements.

2. As the position of an Intern/Resident/Fellow involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the competence of the Intern/Resident/Fellow is evaluated on a regular basis. Each program shall maintain a confidential record of the Intern/Resident/Fellow's summative evaluations.

3. The position of an Intern/Resident/Fellow entails provision of care commensurate with the Intern/Resident/Fellow's level of advancement and competence, under the general supervision of appropriately privileged attending teaching staff. This includes

- participation in the provision of safe, effective and compassionate patient care;
- developing an understanding of ethical, socioeconomic and medical/legal issues that affect GME and of how to apply cost containment measures in the provision of patient care;
- participation in the educational activities of the training program and, as appropriate, assumption of responsibility for teaching and supervising other residents and students, and participation in OHSU's orientation and education programs and other activities involving the clinical staff;
- participation in University committees and councils to which the Intern/Resident/Fellow is appointed or invited; and
- performance of these duties in accordance with the established practices, procedures and policies of OHSU, its programs and clinical departments and other hospitals or facilities to which the Intern/Resident/Fellow is assigned.

### **SIGNED:**

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INTERN/RESIDENT/FELLOW

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DATE

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CHRISTOPHER E. SWIDE, M.D.  
ASSOCIATE DEAN, GRADUATE MEDICAL EDUCATION

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DATE