

**OREGON HEALTH & SCIENCE UNIVERSITY
MEDICAL PHYSICS RESIDENT APPOINTMENT AGREEMENT**

This Agreement is entered into this **XXth** day of **MM YYYY** by and between Oregon Health & Science University (“OHSU”), and **[NAME]** (Resident). IT IS NOW THEREFORE MUTUALLY AGREED AND UNDERSTOOD:

OBLIGATIONS OF THE Resident:

1. The Resident accepts appointment by OHSU as a Medical Physics Resident, Year 1 in the Department of Medical Physics at OHSU for the period from **MM/DD/YYYY** to **MM/DD/YYYY** 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 Residency is normally a two-year Residency.
2. The Resident agrees to perform the assigned duties of this position to the best of the Resident’s ability and to comply with the policies and administrative procedures of OHSU and the Department of Radiation Medicine and any hospital or facility to which the Resident may be assigned, the requirements of the Program Director of the Department or Division in which the Resident is appointed (“Program Director”) and requirements of the Commission on Accreditation of Medical Physics Educational Programs, Inc. (CAMPEP). Resident responsibilities include participation in safe and effective patient care within an ethical framework, participation in the educational activities of the training program and assigned clinical responsibilities. The Resident acknowledges that he or she is expected to complete the rotation objectives within time-frame outlined in the self-study. Additional time may be allocated on a case by case basis with the approval of the program director to account for modified resident schedules or if necessary for remediation of training components. Residents are evaluated by the physics faculty via oral exams, including a final comprehensive exam. If the resident proves unable or unwilling to meet the requirements of the rotation or pass the oral exams, the resident will be recommended to the Medical Physics’ Residency Steering Committee for consultation.
3. 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 Residents are subject to these policies regardless of whether they are paid a salary or receive a stipend.
4. If the Resident 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 3 below, the Resident 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.
5. Signature of the Resident (see page 2) 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 Medical Physics Education (MPE) program that has as its primary purpose the professional education of Residents.
2. OHSU or its Residency Hospitals shall provide the Resident a salary commensurate with the most recent Graduate Medical Education pay scale.
in accordance with the established policies of OHSU or its Residency Hospitals. In the case of a Resident 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 MPE Program under this Agreement shall be contingent upon satisfactory performance in all assigned courses and duties by the Resident during the Resident’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 the Residency Hospitals.
3. If the performance of the Resident 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 Resident is appointed, the Resident may be offered a new fixed term appointment for continuation of the MPE program. Any such subsequent offer of appointment will be in writing.
4. The Program Director and/or the Director of MPE, 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 Resident for cause or otherwise. The Program Director shall make a good faith effort to provide the Resident with the primary basis for the decision not to renew. Such explanation shall be provided in the spirit of assisting and counseling the Resident in planning for the Resident’s future career decisions.

5. The Program will maintain a Resident Steering Committee which will supervise and monitor the Resident. The Resident Steering Committee will be chaired by the Program Director or delegate and meet formally at least twice a year. The Steering Committee may counsel, censure, and after due process, dismiss Residents who fail to demonstrate appropriate learning ability, competence, industry, responsibility, or ethical behavior.

6. OHSU's professional liability insurance covers the Resident for all duties and acts performed within the scope of the training program. A Resident appointed through MPE Program 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 Resident's acts or omission during the training. No medical malpractice liability protection is provided for any of the acts of the Resident performed outside his/her assigned duties or for acts or omissions which amount to malfeasance in office or willful or wanton neglect of duty.

7. 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 Resident as a result of that Resident's seeking to have grievances or concerns addressed regarding sexual harassment or other forms of discrimination is prohibited. Residents 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.

8. 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.

SIGNED:

[NAME]
RESIDENT

DATE

Monica Kishore, MS
MEDICAL PHYSICS RESIDENCY DIRECTOR

DATE