

Central Washington Family Medicine Residency Program

A Service of Community Health of Central Washington
1806 W. Lincoln, Yakima, WA 98902
(509) 452-4946

SAMPLE RESIDENT CONTRACT IN FAMILY MEDICINE

The Central Washington Family Medicine Residency Program (CWFMR), an accredited residency for training family physicians, hereby enters into a contract of residency with **XXXX** subject to the following terms which supersede the terms of any previous contract:

AGREEMENT BY RESIDENCY:

The Central Washington Family Medicine Residency Program agrees:

1. To accept **XXXX** as a resident physician in Family Medicine for the period beginning DATE and ending DATE. It is agreed that intention to terminate this contract by either party be accompanied by a 30 day written notice.
2. To maintain an approved Family Medicine residency program in keeping with the standards established by the Accreditation Council for Graduate Medical Education (ACGME), the Residency Review Committee for Family Medicine (RC), the American Board of Family Medicine (ABFM), and the American College of Osteopathic Family Physicians (ACOFP). CWFMR has received the ACGME Osteopathic Recognition accreditation.
3. To provide an annual salary as recommended by the Graduate Medical Education Committee and approved by the Community Health of Central Washington Board of Directors.
4. To comply with the guidelines of the ACGME with regard to resident workload and duty hours.
5. To provide 20 days of Paid Time Off (PTO) per year that may be used for vacation, illness or the provision of care for an ill spouse or immediate household dependent. PTO must be requested three months in advance. PTO may only be taken during unrestricted residency time as specified in the *Resident Handbook*. Any unused PTO from the R-1 contract year may not be carried forth into the R-2 year.
6. To provide a lump sum of \$1,500 in professional development funds to be used during the R-1 through the R-3 year in accordance with professional development policies. Professional development funds not spent by the conclusion of the R-3 year remain the property of CWFMR and are not paid to the resident.
7. To extend the date of completion of training commensurately in accordance with the American Board of Family Medicine and the American College of Osteopathic Family Physicians continuity requirements for leaves of absence from the residency in excess of Paid Time Off (PTO) granted in each year of training. Extended personal leave is granted at the discretion of the Program Director for *compelling* personal reasons.

8. To grant leaves of absence of the type below **without pay** *as accorded by law*. Benefits do not accrue during extended unpaid leaves of absence.

Family and Medical Leave Act (FMLA)

Eligible residents have a right under FMLA for up to 12 weeks of leave in a 12-month period for the reasons listed below:

- Birth of a child, or the placement of a child for adoption or foster care
- A serious health condition that renders the resident unable to perform the essential functions of his/her job
- A serious health condition affecting the resident's spouse, child, or parent, for which the resident must provide care.

During FMLA, PTO must be used prior to utilizing unpaid leave.

9. To assure that the participating hospitals furnish meals when the resident is on call in their institutions.
10. To provide health insurance (medical, dental, and vision) for the resident via a paid premium for the CHCW Preferred Provider Premium Plan or a contribution to the CHCW High Deductible Health Plan/Health Saving Account. Any co-payments/deductibles will be the responsibility of the resident.
11. To pay 50% of the health insurance (medical, dental, and vision) Preferred Provider Premium Plan premium for resident dependents or a contribution to the CHCW High Deductible Health Plan/Health Saving Account.
12. To pay the State of Washington physician license fees (MD/DO) and the Drug Enforcement Administration registration fees.
13. To provide Professional Liability Insurance that applies to any professional acts performed by residents within the approved educational program.
14. To pay necessary dues and assessments for the American Academy of Family Physicians, the Washington Academy of Family Physicians, the American College of Osteopathic Family Physicians, the Washington Osteopathic Medical Association, and the Yakima County Medical Society.
15. To maintain a Flexible Spending Account (IRC Section 125) for the benefit of the resident.
16. To provide disability insurance for residents at the expense of CWFMR.
17. To subscribe to an Employee Assistance Program for the use of the resident and his/her family.
18. To pay taxes for Workmen's Compensation and Unemployment on behalf of the resident, and to deduct Social Security from the resident's salary, and match the deduction.

19. To issue a Certificate of Advancement upon satisfactory completion of all program requirements for the R-1 level of training.
20. To follow due process as described by the grievance procedure detailed in the *Resident Handbook* provided to the resident in printed and/or electronic format.

DUTIES OF THE RESIDENT:

I, XXXX, agree:

1. To withdraw from the NRMP match systems, if applicable.
2. To fulfill the duties of a Family Medicine resident during the entire period agreed upon as specified in this contract. I agree to participate in all areas of that curriculum. This may include additional assignments in areas of medicine deemed necessary or appropriate by the faculty for completeness of experience and education in Family Medicine.
3. To observe all policies, rules and regulations of this residency and the sponsoring and participating institutions; and to consider that any infraction thereof will be full justification for discipline up to and including dismissal from the program.
4. To consider the salary, as well as the experience and instruction received, as sole compensation, and not to engage in any employment outside the auspices of CWFMR.
5. To assume responsibility for all acts performed outside the course and scope of the training provided by CWFMR, and to indemnify and hold harmless CWFMR regarding such acts.
6. To participate in educational duties and conferences, including required and elective hospital, non-hospital and community based rotations and didactics, and to meet the training requirements of the residency as defined by the approved curriculum. Failure to meet this requirement may result in disciplinary action.
7. To obtain and maintain licensure in accordance with the laws of the State of Washington while a member of this residency. In the event that I do not obtain such license for any reason whatsoever, this contract shall be canceled.
8. To charge fees as established and agreed to by Community Health of Central Washington and to agree that all fees that are obtained from such services shall be the property of Community Health of Central Washington, free from any claim or interest by me.
9. To abide by the by-laws, rules, and regulations of the sponsoring and participating institutions of this residency. Suspension from any hospital for delinquent records or for any other reason may result in disciplinary action.
10. To have reliable transportation for travel to and from the hospitals, the clinic, and assigned rotation sites.

ESSENTIAL FUNCTIONS:

The following list includes abilities that are representative of those required of a resident in Family Medicine at CWFMR. The list is not meant to be all-inclusive, nor does it constitute all

academic performance measures or graduation standards. It does not prevent the residency from temporarily restructuring resident duties as it deems appropriate for residents with acute illness, injury, or other circumstances of a temporary nature.

1. The resident must be able to read, write, and speak English well enough to communicate effectively with hospital and clinic staff, colleagues and patients.
2. The resident must be able to work extended hours in accordance with ACGME and AOA guidelines.
3. The resident must have the ability to make competent assessments and judgments about patient illnesses and care and communicate that adequately in a written and spoken form.
4. The resident must have basic computer and keyboarding skills to use email, electronic medical records and internet-based medical data bases.
5. The resident must be free from drug or alcohol use or physical or mental impairment that could adversely affect judgment or patient safety.

TERM AND SALARY:

This agreement for the R-1 year is for the period from DATE to DATE. Annual salary for this year of residency is \$XXXX.

Date

XXXX
Resident Physician

Date

Brandon Isaacs, D.O.
Program Director

Revised 3.2018 lf