## SKAGIT REGIONAL HEALTH

## RESIDENT APPOINTMENT AND EMPLOYMENT AGREEMENT

This Agreement is made and executed this April 14, 2023 by and between Public District SRH No. 1, Skagit County, Washington, d/b/a Skagit Regional Health ("SRH"), and Insert Name, D.O./M.D. ("Resident").

WHEREAS, Resident is a graduate of an accredited medical school who has been accepted for enrollment according to SRH Resident Eligibility and Selection policy in an advanced graduate medical training program ("SRH" or "Program"); and

WHEREAS, the Program is sponsored by SRH, an institution engaged in providing medical care services at Skagit Valley Hospital and Clinics; and

WHEREAS, institutions, organizations and agencies offering programs in graduate medical education must assume responsibility for the educational validity of all such programs; and

WHEREAS, graduate medical education requires that Resident be directly involved in providing patient care under supervision in an institution that accepts responsibility for the quality of its education programs; and

WHEREAS, satisfactory completion of this one year of graduate medical education is necessary for the receipt of diploma or advancement to the next level of the graduate medical education program; and

WHEREAS, the activities of Resident in the Program are recommended by the Accreditation Council for Graduate Medical Education (ACGME) and societies that govern Graduate Medical Education; and

WHEREAS, during his/her training, Resident will, as described below, receive an annual stipend and additional educational support, the amount of which is not related to the nature of services Resident renders or the number of hours he/she spends in patient care; and

WHEREAS, the Resident and SRH agree that their relationship is one of employment for the purpose of academic training and evaluation according to the design of the Program; and

WHEREAS, excellence in patient care must not be compromised or jeopardized by the needs and prerogatives of the Program; nor should the educational mission be compromised by an excessive reliance on Resident to fulfill institutional service obligations.

## IT IS THEREFORE UNDERSTOOD AND AGREED AS FOLLOWS:

In consideration of the foregoing and of the terms, covenants, and conditions hereinafter set forth, each of the parties agree that the following terms and conditions will govern the operation of the Program:

## 1. Program Description

- 1.1 Duration of Program: Begins on June 19, 2023 and ends on June 23, 2024;
- 1.2 Graduate Medical Education: Internal Medicine Program

1.3 Level of Training: PGY 1

## 2. Educational Support / Compensation

- 2.1 <u>Base Compensation</u>. For services rendered by Resident under this Agreement, SRH agrees to pay Resident, and Resident agrees to accept compensation pursuant to the terms of Exhibit A that may be amended as agreed to in writing by the Parties.
- 2.2 <u>Educational Leave</u>: Paid leave will be provided for the dates of required examinations and mandatory education with prior approval by Program Director.

#### 3. Benefits

- 3.1 <u>Resident Benefits and Payroll Taxes</u>. In addition to salary, SRH also agrees to furnish to Resident the employee benefits of the applicable subtype as described in Exhibits C and D attached herein.
- 3.2 The parties understand and agree that all compensation paid to Resident pursuant to Section 2, Section 3 and Exhibit A shall be subject to withholding of payroll taxes as set forth in the SRH Provider Policy Manual.

## 4. Professional Liability Insurance

- 4.1 SRH agrees to provide professional health professional liability insurance coverage for Resident for the duration of his/her training.
- 4.2 Such coverage will provide legal defense and protection against claims reported or filed during or after the completion of the Program, if, and only if, the alleged acts or omissions of Resident are within the scope of the Program.
- 4.3 The parties to this Agreement understand and acknowledge that SRH health professional and general liability will not cover volunteer or other activities performed outside the scope of this program.
- 4.4 The coverage provided will be consistent with SRH's health professional liability coverage provided to other medical and professional practitioners. An extended reporting period, i.e., tail coverage, will be provided by SRH as needed.

## 5. SRH Obligations

- 5.1 <u>Environment of Training</u>: Provide a suitable environment for Program training consistent with the Institutional, Common and Program Specific accrediting body.
- 5.2 <u>Designation of Director</u>: Designate a director and his/her designee to serve as the person or persons responsible for the implementation of this Agreement and for the overall supervision of Resident.
- 5.3 <u>Resident Involvement</u>: Provide involvement for Resident in areas of concern for patient care through appropriate SRH councils or committees.
- 5.4 Quality Improvement and Risk Management Activities: Resident agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director or Risk Management, and to provide such statistical information as may be required to fulfill the Quality Improvement/Risk Management efforts of SRH.

- 5.5 On-call rooms/dress code: On-call rooms and uniform coats will be provided by SRH.

  Resident shall be subject to the dress code described in the Resident's Manual and in the dress code policy distributed by SRH to all Residents.
- 5.6 <u>Meal Allowance</u>: SRH will provide a food allowance per quarter to Resident to defray the cost of meals for the resident while on duty. SRH reserves the right to modify this allowance to a per meal allowance if SRH determines that resident is abusing the meal allowance funding.
- 5.7 <u>Housing</u>: Personal housing must be obtained and fully paid for by Resident.
- 5.8 <u>Impairment and Substance Abuse Education</u>: SRH agrees to provide Resident with an educational program regarding physician impairment, including substance abuse. SRH shall inform Resident of, and make available, SRH's written policies for handling physician impairment, including impairment related to substance abuse.
- 5.9 <u>Harassment Policy</u>: SRH has a zero tolerance for all forms of harassment. SRH's policy, which will be made available to Resident, defines and prohibits harassment and sets forth a protocol whereby complaints of harassment may be addressed in a manner consistent with the law and due process. Such policy on harassment may be changed by SRH from time to time.
- 5.10 <u>SRH Sponsored Counseling</u>: SRH will provide Resident access to participation in SRH sponsored counseling (EAP), medical, psychological, and other support services on a confidential basis, including matters relative to Resident's impairment. These services are described in SRH's policy, a copy of which will be made available to Resident, which sets forth the various forms of employee assistance provided by SRH to Resident. Such policy may be changed by SRH from time to time, as appropriate.

## 6. Resident Obligations

- 6.1 <u>Academic Training Program</u>: Resident acknowledges that he/she is participating in an academic training program and that the evaluation and progress reports of training are an integral part of the training program.
- 6.2 <u>Duty Hours</u>: SRH is responsible for promoting patient safety and education through carefully constructed duty-hour assignments and faculty availability. SRH and Resident will abide by all ACGME duty hours and Resident Institutional and Internal Medicine Program Policies and Procedures.
- 6.3 <u>State of Washington Medical Licensure</u>: Resident must acquire and maintain the appropriate State of Washington Medical Licensure as defined by the Washington Medical Practice Act prior to starting the Program. Resident will not be permitted to begin the Program under any circumstances until the appropriate license has been obtained. Failure to comply with this requirement will also be grounds for immediate suspension or termination of appointment.
- 6.4 <u>Assignments/Rotations</u>: Resident will carry out Assignments and rotations as defined by the Director of Medical Education/Program Director under the Graduate Medical Education accrediting bodies for their Internal Medicine program.

- 6.5 <u>Continuation and/or Promotion in the Program</u>: Continuation and/or promotion in the Program are contingent upon satisfactory academic and professional performance by Resident. All programs have formal evaluation procedures consisting of any or all, but not limited to the following:
  - 6.5.1 Formal written evaluations by medical staff/faculty physicians;
  - 6.5.2 Scheduled written examinations:
  - 6.5.3 Scheduled oral examinations:
  - 6.5.4 Practical examinations at the bedside;
  - 6.5.5 Formal conference presentations; and
  - 6.5.6 Professional and personal characteristic reports.
  - 6.5.7 In addition, Resident shall expect to review his/her performance with the Program Director or designee at least once during the academic year or as dictated by program requirements.
  - 6.5.8 Any makeup time must be approved by the program director and completed at the end of the contracted year and/or before promotion to the next level of training.
  - 6.5.9 Should Resident receive an inadequate evaluation, Resident may be required to repeat the rotation/assignment to obtain approval for certification by the Program Director.

## 6.6 Medical Records:

- 6.6.1 As provided by the Bylaws of the SRH Medical Staff, and SRH policies and procedures, Resident is required to complete medical records within the time frame required by CMS Conditions of Participation.
- 6.6.2 Resident shall comply with all SRH, Program and Medical Staff policies regarding the completion of medical records.
- 6.6.3 Completion of the medical record, including dictation of a discharge summary, is an integral component of medical care and is part of Resident's responsibilities. A medical record not completed within the time specified in the guidelines is delinquent.
- 6.6.4 Resident shall be subject to suspension from the Program for having three (3) or more delinquent charts. Any suspension of Resident for delinquent charting shall require additional training time at the end of the Program training period equivalent to the time period(s) of suspension, for which Resident shall not be eligible for additional compensation.

## 7. Compliance with Laws, Regulations, Accreditation

7.1 Resident acknowledges that SRH has certain obligations in connection with applicable laws,

regulations and accreditation standards, including but not limited to the:

- 7.1.1 Patient Self-Determination Act;
- 7.1.2 Health Care Quality Improvement Act;
- 7.1.3 Health Care Surrogate Act;
- 7.1.4 Washington State Professional Licensing Act and Regulations;
- 7.1.5 Emergency Medical Treatment and Active Labor Act (EMTALA);
- 7.1.6 Sexually Transmissible Disease Control Act;
- 7.1.7 Safe Medical Devices Act (SMDA);
- 7.1.8 Medicare Anti-Kickback Statute and Safe-Harbor Regulations (STARK);
- 7.1.9 Medical Fraud and Waste Act and False Claims Act;
- 7.1.10 Occupational Safety and Health Administration regulations (OSHA);
- 7.1.11 Medicare and Medicaid eligibility and reimbursement requirements;
- 7.1.12 Legal requirements applicable to the maintenance of state and federal tax-exempt status;
- 7.1.13 Standards of the Healthcare Facilities Accreditation Program, Det Norske Veritas (DNV) (or other applicable accreditation organization); and
- 7.1.14 All applicable labor and civil rights laws.
- 7.2 Resident further acknowledges that SRH from time to time may adopt policies, procedures and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards.
- 7.3 Resident agrees to cooperate fully with SRH in its compliance with all applicable laws, regulations and accreditation standards, as may be enacted or amended from time to time, and with all implementing policies, procedures and/or documentation requirements now in existence, or as may be adopted or amended by SRH from time to time.
- 8. **Policies/Standards/Drug Screening**: Resident shall comply with all policies applicable to SRH exempt employees, including:
  - 8.1 Compliance with SRH's Harassment Policy; and

- 8.2 Compliance with SRH's Tobacco Free Environment, Parking and Dress Code Policies, all in accordance with the most recently revised version of such SRH policies.
- 8.3 Resident is also subject to SRH's policy pertaining to drug screening of providers, as such policy may be amended from time to time.
  - 8.3.1 Failure to pass drug screening pursuant to the provisions of SRH policy will result in non-hiring or termination of employment and termination of eligibility to continue in the Program.
  - 8.3.2 The results of a positive drug screen will be subject to applicable legal reporting requirements, including any reporting requirements of the Washington State Medical Quality Assurance Commission.
- 8.4 Resident shall honor and abide by all other approved, published policies and procedures of SRH, as may be adopted or amended from time to time.
- 8.5 Resident shall conduct himself or herself in a professional manner consistent with SRH's standards.
- 8.6 Resident acknowledges that it is the express policy of SRH to prohibit discrimination on the basis of race, color, sex, religion, age, sexual orientation or national origin.
- 8.7 Resident shall not provide any services at SRH that contravene the health care policies of SRH as expressed in SRH and Medical Staff Bylaws and Rules and Regulations.

## 9. **Development of Program Study**:

- 9.1 Develop a personal program of study and professional growth with guidance from the teaching medical staff and demonstrate ability to assume graded and increasing responsibility for patient care.
- 9.2 Furthermore, Resident shall participate in safe, effective, and compassionate patient care under supervision, commensurate with the level of advancement and responsibility.
- 9.3 <u>Participation in Educational Activities</u>: Participate fully in the educational activities of the Program and, as required and assume responsibility for teaching and supervising medical students.
- 9.4 <u>Ethical Obligations</u>: Strictly abide by the Principles of Medical Ethics of the American Osteopathic Association or whichever are applicable, and all applicable statutes of the State of Washington relating to the practice of medicine.
- 9.5 <u>Participation in SRH Committees</u>: Participate in SRH committees and councils, especially those that relate to patient care review activities.
- 9.6 LEAN Principles: Apply LEAN Principles to driving waste out of processes and work to

achieve efficient and effective measures in the provision of patient care.

9.7 <u>Moonlighting</u>: First-year Residents (Interns) are not approved to moonlight. PGY 2 & PGY 3 are permitted to moonlight with Program Directors and Institutions written approval. Refer to individual moonlighting policies.

#### 10. Termination

- 10.1 <u>Termination by SRH for Cause</u>: SRH may terminate the Agreement immediately for any of the following reasons, as determined by SRH:
  - 10.1.1 Professional incompetence of Resident;
  - 10.1.2 Substantial breach of the terms of this Agreement by Resident;
  - 10.1.3 Serious neglect of duty of violation of SRH rules, regulations or policies by the Resident;
  - 10.1.4 Conviction of a crime that renders Resident unfit to practice medicine;
  - 10.1.5 Conduct by Resident prejudicial to the best interest of SRH;
  - 10.1.6 Unapproved absence of Resident from the Program;
- 10.2 If the SRH Program Director determines that Resident has materially failed to comply with any specific obligations or intent of this Agreement, SRH may terminate this Agreement or take such disciplinary action, as may be appropriate, subject to the disciplinary process outlined in the SRH Graduate Medical Education Policies.
- 10.3 If SRH determines any further action by Resident could negatively affect patient care, termination or suspension shall be immediate.
- 10.4 <u>Termination of Agreement by Resident:</u>
  - 10.4.1 Significant breach of this Agreement by SRH; or
  - Failure of SRH to provide a quality graduate medical education program in accordance with the ACGME program requirements; or
  - 10.4.3 For other legitimate reasons may permit Resident to terminate this Agreement upon sixty days (60) written notice.
  - 10.4.4 Upon receipt of such notice, SRH may elect to terminate Resident immediately and waive such notice period.
  - 10.4.5 In such an event, the Agreement shall terminate immediately; and

- 10.4.6 Resident's services for SRH shall terminate effective immediately.
- 11. **Grievance Procedures:** SRH has established a grievance procedure whereby Resident may resolve, in a fair and equitable manner, a dispute or disagreement with the Director, Graduate Medical Education or SRH concerning the interpretation, application or enforcement of this Agreement, or SRH's established policies, rules, regulations, directories or bylaws. A description of the grievance procedure is attached hereto as Exhibit B.

## 12. Non-renewal of Agreement:

- 12.1 In instances where Resident's Agreement is not renewed, the Program Director, Graduate Medical Education will provide Resident with a written notice of intent not to renew no later than four months prior to the end of Resident's current agreement.
- 12.2 However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the agreement, the Program Director, Graduate Medical Education will provide Resident with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the Agreement.

## 13. **Program Closure**:

- 13.1 In the event the Program is closed or there is a reduction in the total number of Residents in the Program, SRH will use its best efforts to allow Resident to complete the Program at SRH.
- In the event that continuation of the Program is untenable by SRH, SRH will utilize its best efforts to transfer Resident to a comparable Residency program.

## 14. Billing and Collections

14.1 <u>Professional Fees</u>. Except as otherwise required by law or previously approved in writing, it is expressly understood and agreed that all revenues, fees, and accounts receivable arising from Resident's practice, at any location whatsoever; including, without limit, all charges for services performed by Resident as part of the customary practice in the diagnosis or treatment of patients, all charges for Resident's services related to Resident's medical expertise (such as honorariums, teaching stipends and committee service stipends), all charges for ancillary services, and all receipts by Resident of remuneration for all of the above services (collectively "Resident's Professional Services") are assigned to and are the property of the organization, except as otherwise described in the Policy Manual.

## 14.2 <u>Billing and Collection</u>.

- 14.2.1 SRH will be exclusively entitled to and responsible for billing and collecting from patients and third party payors for Resident's Professional Services, and will be entitled to retain for its account all such revenues collected.
  - 14.2.2 SRH shall also bill and collect from patients and third party payors, charges for ancillary services that may include radiology services, injections, laboratory services, physiotherapy, dressings, and supplies, services of support staff, and all other charges.

- 14.2.3 Resident agrees to take all reasonable actions requested by SRH to assist in the collection of accounts receivable for services provided by Resident, and Resident grants full right and authority to SRH to collect such revenues and to enforce payment by all legal means.
- 14.3 <u>Assignment of Right to Bill.</u> In the event third party payment programs require any services performed by Resident to be billed in the name or on behalf of Resident, Resident hereby appoints SRH or its designee as his or her agent, and grants to SRH or its designee the right to bill on behalf of Resident for all services performed by Resident and to obtain a Resident number on behalf of Resident to facilitate such billing.
- 14.4 <u>Fee Schedule</u>. The schedule of fees and charges for all services will be determined by SRH. The schedule of fees and charges will be maintained at SRH's practice offices, and may be amended by SRH from time to time.

## 15. General Provisions

- 15.1 Falsification of any information supplied to SRH by the Resident as part of the entrance requirements of the Program, or knowingly giving false information or assisting others in doing so constitutes grounds for immediate dismissal of the Resident from the Program.
- In accordance with the provisions of 42 U.S.C. Section 1395 X(v)(I)(i) and 42 C.F.R. Section 420.300 et. seq., Resident agrees to make available upon the written request of the Secretary of the Department of Health and Human Services or of the Comptroller General or any of their duly authorized representatives, this Agreement and any other books, records and documents that are necessary to certify to the above named the nature and extent of costs incurred by SRH for services furnished by Resident for which payment may be made under Medicare, Medicaid or other reimbursement programs. The obligation of Resident to make records shall extend for four (4) years after the finishing of such services pursuant to this Agreement. In the event of a request by the Secretary or Comptroller General for access, Resident agrees to immediately notify and consult with SRH concerning the response that will be made to such request.
- 15.3 No provision of this Agreement shall be construed in any manner whatsoever as an assurance of or guarantee of initial appointment to Medical Staff Membership during or at termination of training.
- 15.4 SRH expressly acknowledges its obligations as a provider of health care and as an educational institution to maintain as confidential the records of Resident. These records may be delivered to other health care teaching institutions or prospective employers only upon written request to SRH by Resident in such form as designated by SRH. Records will be furnished to appropriate government agencies as required by law. Documents to be transmitted will be marked "Confidential".
- 15.5 The rights and obligations of SRH under this Agreement shall inure to the benefit and be binding upon the successors and assigns of SRH. Resident may not assign or transfer his/her rights or obligations under this Agreement. Any assignment or transfer made in violation of this provision shall be void.
- 15.6 This Agreement may only be amended or altered in any of its provisions by mutual

5.7 The laws of the State of Washington shall govern this Agreement.				
PUBLIC HOSPITAL DISTRICT	Insert Name, D.O./M.D.			
NO. 1, SKAGIT COUNTY, WA	Resident			
Brian K. Ivie, President & CEO				
 Date	Date			

agreement of the parties hereto, and any such change shall become effective when reduced to writing and signed by such parties or at such other time as such amendment(s) may provide.

## **EXHIBIT A**

## **COMPENSATION PROVISIONS**

l.	Compe	ensation ensation			
	1.1	Salary. Resident shall receive compensation based on an annual salary of \$62,373.00 year; payable in bi-weekly installments, which shall be approximately \$2,395.96 gross income.			
	PUBLIC HOSPITAL DISTRICT NO. 1, SKAGIT COUNTY, WA Brian K. Ivie, President & CEO		Insert Name, D.O./M.D. Resident		
	Date		Date		

## Exhibit B

## Policy Title: Grievance and Due Process for Graduate Medical Education Trainees

## **PURPOSE**

The purpose of this policy is to assure that Residents receive procedural due process in matters of discipline and promotion. This procedure is to be followed in all instances in which a Resident is disciplined or not offered promotion to the next GME level. The Program Director is primarily responsible for decisions on discipline and non-promotion of the Resident. The GMEC assures the Resident of due process in these procedures.

#### **SCOPE**

This policy and procedure apply to all Graduate Medical Education (GME) training programs at Skagit Regional Health (SRH) and all residents training in those programs. For purposes of this policy and procedure, a "resident" means any physician in any GME program at SRH, including interns and residents.

## **POLICY**

All GME programs at SRH will promote fair, reasonable, efficient and equitable resolutions for general grievances that may arise in the course of residency training. Residents who receive Corrective Action pursuant to the Academic Improvement and Corrective Action Policy will be permitted to appeal in accordance with the due process procedure outlined herein.

This policy and procedure do not apply to complaints related to sex discrimination, including sexual misconduct, harassment, or violence. This policy and procedure also do not apply to complaints related to discrimination on the basis of race, color, national origin, religion, age, protected veteran status, citizenship status, disability, sexual orientation, gender identity, or gender expression.

## **GENERAL CONSIDERATIONS**

The Program Director shall not consider anonymous reports, but need not reveal the identity of any person reporting information about possibly actionable events.

The Program Director shall review all reports alleging rule violations or deficiencies in clinical performance, meet promptly with the Resident to discuss any reports which the Program Director believes to have substance, and place a written account of the meeting, including pertinent discussion, problems identified, and plans for remediation in the Resident's file.

The following sanctions are available in the discipline of Residents:

- A. Informal resolution, which may or may not be documented in the Resident's file.
- B. Oral reprimand, a notice of which must be placed in the Resident's file.
- C. Written reprimand, a copy of which must be placed in the Resident's file.
- D. Probation, with the length of time specified along with any other sanctions as specified.
- E. Suspension, with the length of time specified. This may be with or without pay.
- F. Non-renewal of contract.
- G. Dismissal.
- H. A combination of sanctions may be used.
- I. Suspensions and/or terminations may begin immediately if the Program Director or DIO believes immediate action is needed to protect the quality of patient care or stable operations of SRH. Sanctions (D.) through (G.) may be appealed by the resident.
- J. Sanctions that are appealed do not go into effect until the appeal process is completed except

- for those immediate suspensions/terminations as noted above.
- K. Residents may respond in writing to sanctions (B.) through (G.), which will be entered into the Resident's file.

## PROCEDURE FOR BRINGING GENERAL GRIEVANCES

A general grievance may be brought regarding any matter affecting the terms and conditions of a resident's training, except for academic or job performance, Corrective Action, or discrimination. Residents may pursue general grievances as follows:

- A. The resident should first attempt to resolve the grievance informally by consulting with the chief resident, senior fellow, appropriate faculty, or the program director.
- B. If the resident is unable to resolve the grievance informally, the resident may submit the grievance in writing to the Designated Institutional Official (DIO). The DIO will issue a written decision to the resident regarding the grievance within fourteen (14) business days. The decision of the DIO is final and binding.

## DUE PROCESS PROCEDURE FOR APPEALING APPEALABLE SANCTIONS

## **Initiating an Appeal**

A resident who has received one of the appealable sanctions and who wishes to appeal it must file a written notice of appeal with the DIO within thirty (30) calendar days of receiving the sanction. Failure to file within thirty (30) days forever bars an appeal by the Resident.

Each appeal must be in writing and must specify:

- A. The sanction being appealed;
- B. The reasons for appeal;
- C. Any new information the resident wishes to be considered; and
- D. Any alternate sanctions the resident might accept.

On receipt of an appeal, the DIO shall send copies of the appeal to the involved Program Director and shall name an ad hoc subcommittee to hear the appeal. The DIO shall appoint a secretary for the subcommittee.

## **Appeal Hearing Process and Possible Actions**

The DIO shall request the record of the meeting at which the sanction was given and other supporting data from the Program Director.

The DIO shall notify the resident in writing of receipt of the appeal and of the membership of the subcommittee.

The subcommittee shall consist of the DIO and three other members of the GMEC, a least two of whom are from departments other than the Resident's.

For an Intern, these two members must be from departments through which the Intern has not rotated or not directly involved in the alleged offenses.

Within ten (10) days of its formation, the subcommittee shall meet to hear the appeal. The DIO shall notify the resident of the subcommittee time, date and place as soon as the hearing is scheduled but not without notice of less than 5 calendar days.

The resident may designate another resident or a member of the Medical/Dental staff as his/her representative before the subcommittee.

The hearing proceedings will be closed.

The hearing will consist of a presentation by the involved Program Director and a presentation by the resident or his/her representative.

The resident and/or his/her representative may introduce further written evidence with the permission of a majority of the subcommittee.

The subcommittee members have the right to question both presenting parties.

The subcommittee meets in executive session to deliberate and decide its final recommendation.

A majority of the members of the subcommittee must support a recommendation in order for it to be enacted.

The subcommittee is limited to making the following recommendations:

- A. Upholding the sanction;
- B. Imposing a sanction of lesser severity; or
- C. Imposing no sanction.

## **Post Appeal Hearing Process and Possible Actions**

The subcommittee's report will be presented to the GMEC at its next regular meeting.

The report will be in writing and give the subcommittee's recommendation and the reasons for it.

The GMEC will vote on whether to accept the report.

If the report is not accepted, the DIO will within ten (10) days, convene a special meeting of the GMEC for a de novo appeal hearing, which will be conducted in the same manner as in the initial appeal hearing above.

The Program Director whose decision is being appealed may not participate in the GMEC's deliberations or votes.

If the report is accepted, in will be referred to the CEO of SRH for final action.

The involved Program Director and the Resident shall be informed in writing of any reports filed or actions taken in the appeal process. The Program Director will file a copy of all reports and notifications of action in the Resident's personnel file.

## Miscellaneous

- A. A decision not to certify a Resident as eligible for a specialty certification exam is not a sanction covered by this procedure
- B. A copy of this Policy shall be given to each Resident at the start of postgraduate training at SRH.
- C. Notice of sanction, appeal, or committee action may be given by personal service or by first class mail.
- D. Time is of the essence in all proceedings.

Resident's Initi	ials
DATE:	

## **Exhibit C**

## Resident Benefit Statement 2023-2024

BENEFITS	BENEFITS	
Paid Time Off and Leave of Absence	Paid time away will be provided for Sick and Vacations up to 20 days per academic year.	
	Paid Time will be granted for leave of absence per ACGME and SRH GME policies to include medical, parental, and caregiver leave(s) of absence and compliant with applicable laws. Leaves are subject to program and specialty board examination policies. Resident may apply for Medical or Family leave through Washington State <a href="https://paidleave.wa.gov/">https://paidleave.wa.gov/</a> which includes medical, parental, and caregiver leave(s) of absence.	
Physical Exam & Immunizations	SRH provides physical exam and immunizations prior to employment.	
Meals	SRH will provide a food allowance per academic quarter for the residents to use while on duty at SVH.	
White Coats	PGY 1 are provided 2 white coats and 1 SRH logo jacket according to SRH Policy.	
Board Review/Skills exam for OMT/1 <sup>st</sup> author Poster Presentation	SRH will pay up to \$2500 for a Board Review Course, skills exam for OMT, and/or poster presentation & travel for 1st or 2nd author with approval from PD in their PGY 2 and/or PGY 3Total of \$2500 cap in residency	
Mandatory Trainings & Certifications	SRH provides mandatory trainings and renewal including but not limited to ACLS, PALS (FM), NRP (FM), ALSO (FM)	
Educational Material Allowance	\$895 during PGY 1 and \$1,500 during PGY 2 or PGY 3.	
Moving Expenses	No moving expenses are provided	

# Exhibit D 2023 RESIDENT BENEFITS

		FULL TIME & PART TIME	REGULAR PART TIME	REGULAR PART TIME
BENEFITS	ELIGIBILITY	(.8 to 1.0 FTE)	(.5 to .7 FTE)	Scheduled
				(.25 to .40 FTE)
<u>OPTIONS</u> CAFETERIA-STYLE BENEFITS PLAN	1st of month following initial date of employment			
Medical Insurance (Rates on reverse)	Choice of three plans from Premera. Special SRH network incentivizes the use of SRH facilities and providers.  Two plans with lower deductible and one high deductible plan with HSA			Not eligible
Dental Insurance	Washington Dental Service, High Optic	on or Basic Option or Willamette Denta	l Group, SRH pays \$37.79 towards	Not eligible
(Rates on reverse)	monthly rates for FTE .60 – 1.0 and \$18	Totongiote		
Long Term Disability	66 2/3% of the first \$22,500 in basic monthly earnings after a 90 day wait and pays as long as disabled up to social security retirement age. SRH pays the premium.			Not Eligible
Life Insurance & Supplemental Life \$1,000,000 maximum	Choose from 0.5 up to 6 times annual salary. Maximum of \$1,000,000. Amount over \$750,000 requires Statement of Health.	Must select at least minimum of 0.5 times salary. SRH pays for 2 times annual salary.	From 0.5 to 6 times salary or waive. SRH pays for 1 time annual salary.	Not Eligible
Spouse Life Insurance and AD&D	May purchase 1/2 of employee selection of life coverage for spouse (with after-tax dollars) to a maximum of \$50,000 for Spouse Life. May purchase variable amounts of AD&D coverage up to maximum of \$500,000. (Neither funded by SRH)			Not Eligible
Flexible Spending  Expense Accounts	May participate in Health Care and/or Dependent/Daycare Care Flex Plan Accounts with pre-tax dollars.  Maximum of \$3050 per year for Health Care and \$5000 per year for Dependent Care. Those enrolled in high deductible medical plan with a HSA can enroll in Limited Purpose Flexible Spending for vision & dental expenses only and can enroll in Dependent Care.			Not Eligible
457 b DEFERRED	Monthly Enrollment. Can start the 1 <sup>st</sup> of the month after date of hire. Eligible to defer a portion of your salary into our Empower 457b			ur Empower 457b
COMPENSATION PLAN	retirement account			
(Employee Contribution)				
401a RETIREMENT PLAN (Employer Contribution)	Next open enrollment following 2-1/2 contribute 3% to Deferred Comp. A year of hire or an anniversary thereafter, regearnings, 8.45% of earnings over that	ear of service shall be credited if at lea gardless if in an eligible class. SRH co	st 500 hours worked in 12-mo. perio entributes 4.225% of first \$650 of ave	d beginning on date erage monthly

## MEDICAL & DENTAL MONTHLY EMPLOYEE COST AS OF 1/1/2023 (for FTE of 0.60 to 1.0)

		Subscriber &	Subscriber	E11
Medical Plans	Subscriber	Spouse/Domestic Partner	& Child(ren)	Full Family
Premera HDHP w/HAS	\$37.67	\$311.87	\$243.47	\$517.69
Premera Value	\$40.02	\$331.36	\$258.68	\$550.03
Premera Classic	\$46.38	\$384.04	\$299.81	\$637.46
		Subscriber &	Subscriber	
		Spouse/Domestic	&	Full
<b>Dental Plans</b>	Subscriber	Partner	Child(ren)	Family
Dental Basic Option	\$0	\$47.33	\$39.54	\$86.87
Dental High Option	\$9.75	\$67.06	\$93.06	\$150.28
Willamette Dental Group	\$28.36	\$99.16	\$99.16	\$156.86