

**WASHINGTON STATE UNIVERSITY ELSON S. FLOYD COLLEGE OF MEDICINE
PHYSICIAN IN TRAINING AGREEMENT
TERMS AND CONDITIONS**

This Physician in Training Agreement (“PITA” or “Agreement”), is effective the [redacted] day of [redacted], 20 [redacted] (“Effective Date”) and is made and entered into between Washington State University, by and through its Elson S. Floyd College of Medicine (“ESFCOM”), and [redacted] *[Name, M.D. or D.O.]* an individual (“Trainee”), and is with reference to the following facts and governed by the following provisions.

Subject to the initial and continuing conditions set forth in this Agreement, ESFCOM has offered and Trainee has accepted, appointment to the ESFCOM Graduate Medication Education program (“GME Program”). This appointment, and any start date, is contingent upon the successful completion of all ESFCOM appointment, verification, and screening processes, pre-employment health assessment (which includes a drug screen), and other pre-employment screenings as required (including criminal background checks).

RECITALS

WHEREAS, ESFCOM is accredited by the Accreditation Council for Graduate Medical Education (“ACGME”) as a sponsor of GME programs in which trainees and fellows (together, “Trainees”) obtain professional education to develop as physicians who focus on excellence in delivery of safe, equitable, affordable, and quality care for the populations they serve;

WHEREAS, Trainee has received, reviewed, understands and agrees to abide by all of ESFCOM’s policies and procedures, including, without limitation, ESFCOM’s GME Institutional and Training Program Handbooks, ESFCOM’s policies and procedures related to the federal Anti-Kickback Statute and the federal Stark Law and similar State laws regarding prohibited remuneration and restrictions on referrals; and

WHEREAS, ESFCOM desires to employ Trainee, and Trainee desires to be employed by ESFCOM, to serve in the GME Program, pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual terms, conditions, covenants, agreements and obligations contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. APPOINTMENT PERIOD

The term of this Agreement, and Trainee’s appointment, is for a fixed term of one-year, beginning July 1, 20 [redacted] (“Commencement Date”) and continuing through June 30, 20 [redacted] (“Expiration Date”), hereinafter referred to as the “Appointment Period”, and is subject to earlier termination as provided herein. This Agreement may be renewed for an additional term of twelve (12) months, if applicable, subject to the GME Renewal and Promotion Policy.

2. TRAINEE OBLIGATIONS

- 2.1. The Trainee agrees to comply with the terms and conditions of this Agreement, perform the assigned duties of this position, participate fully, and fulfill satisfactorily the educational requirements of the GME Program in which Trainee is appointed. Trainee acknowledges that a failure to comply with all GME Program requirements may result in suspension or termination from the GME Program.
- 2.2. As a condition precedent to Trainee's appointment under this Agreement, Trainee shall provide to ESFCOM's GME Office, at least sixty (60) days prior to the Commencement Date, a completed and signed ESFCOM GME Trainee Application, accompanied by all documentation requested, and further information that ESFCOM may request. Trainees must also comply with the credentialing or privileging requirements of all participating sites where they are assigned. Trainees may not commence training at a site until the required appointment and credentialing/privileging documentation is completed, approved, and certified.
- 2.3. The Trainee agrees to attend ESFCOM's Trainee orientation, complete associated required in-service and/or eLearning modules, and any affiliate hospital/clinic orientation or training.
- 2.4. The Trainee agrees to submit documented proof of current immunization and/or positive serology against Measles, Mumps, Rubella, Varicella, Hepatitis B (documentation of the series and/or serology or completed Hepatitis B waiver), Tetanus, Pertussis and Diphtheria, and TB screening to the GME Office prior to commencement of training and/or rotation. Affiliated training sites may also have additional requirements. In addition, Trainee is required to comply with the following annual requirements by December 1: influenza vaccination, TB screening, and N-95 fit testing.
- 2.5. Trainee must pass a drug screen in accordance with GME policy and/or participating site requirement.
- 2.6. Trainee agrees to familiarize him/herself and comply with the policies and administrative procedures of ESFCOM GME, specifically the ESFCOM GME Handbook and GME Policies and Procedures, and any participating site medical staff bylaws governing the work and conduct of Trainees to which the Trainee may be assigned, as they exist now and as they may be amended during the term of this Agreement. Trainee acknowledges and understands that he/she is required and responsible for accessing the ESFCOM GME Handbook and GME Policies and Procedures on the GME website.
- 2.7. Trainee agrees to wear appropriate attire when on duty in accordance with the ESFCOM GME Handbook and GME Policies and Procedures. Trainee is responsible for laundering lab coats (or equivalent) and maintaining a professional appearance when on duty.

- 2.8. Trainee agrees to fulfill any Clinical and Educational Work Hours which are scheduled by the GME Program or hospital/clinic to which Trainee is assigned.
- 2.9. Trainee shall properly prepare and complete all medical records for patient care provided by Trainee and any necessary documentation within the time frame stated in the ESFCOM GME Handbook and GME Policies and Procedures and/or hospital/clinic Medical Staff Bylaws which Trainee is assigned, whichever time period is shorter.
- 2.10. Trainee shall maintain the appropriate active Washington state provider license to practice medicine in the State of Washington pursuant to RCW 18.71.095, a controlled substance registration as required by the State of Washington, Advance Cardiac Life Support, and any other program-specific certifications. It is the Trainee's responsibility to comply with licensure requirements at all participating training sites. Trainee must submit all application materials and supporting documentation to the Washington State Department of Health prior to commencement of training. Trainee shall notify the ESFCOM GME Office immediately in the event of any adverse action or notice thereof, including but not limited to the suspension, termination, or limitation in any respect of any license, registration or certification, regardless of the reason.
- 2.11. Trainee acknowledges that engaging in professional activities outside of the GME Program and the receipt of compensation for professional activities ("Moonlighting") are governed by ESFCOM's conflict of interest and moonlighting policies in the ESFCOM GME Handbook and GME Policies and Procedures.
- 2.12. Trainee shall respect and maintain the confidentiality of all Protected Health Information (PHI) of patients in accordance with Washington State Uniform Health Care Information Act, RCW 70.02, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Rules and Regulations promulgated thereunder. Trainee also agrees to comply with the ESFCOM's patient privacy and security policies and/or the training site's privacy and security policies.
- 2.13. Trainee shall identify (in self and others) impairment of physician performance by fatigue, drugs, alcohol, mental health conditions, or other causes, and seek help for him/herself and others in accordance with state licensing requirements and/or the ESFCOM GME Handbook and GME Policies and Procedures. Trainee agrees to submit to periodic (post-appointment) health examinations and supplementary tests, which may include tests for substance abuse, as are deemed necessary or advisable by the ESFCOM to ensure that Trainee is physically, mentally, and emotionally capable of performing the essential duties of the GME Program and ensuring delivery of safe patient care.
- 2.14. Trainee will participate with all ESFCOM GME, affiliate hospital/clinic, and GME Program surveys, evaluations, reviews, patient safety, and quality assurance activities, including adverse event reporting.

- 2.15. Trainee acknowledges that the ESFCOM is a Washington state agency and agrees to comply with all relevant Washington State ethical and legal requirements applicable to State employees, including but not limited to those requirements found in the Washington Public Records Act (RCW 42.56 et. seq.).

Trainee agrees that this Agreement is contingent upon Trainee's maintenance of each of the qualifications set forth herein. Upon Trainee's failure to maintain any of the qualifications, ESFCOM may terminate Trainee's employment in accordance with the provisions of this Agreement.

3. ESFCOM OBLIGATIONS

- 3.1. ESFCOM will make available and abide by the rules and regulations set forth in the ESFCOM GME Handbook and GME Policies and Procedures and provide a GME Program that has as its primary purpose the professional education of Trainees. Policies outlined throughout this Agreement may be found in their entirety on the ESFCOM GME website.
- 3.2. ESFCOM will provide appropriate training and education to Trainee commensurate with the GME Program standards, Trainee's Post-Graduate Year ("PGY") Level, ACGME standards and guidelines, and other applicable state and federal laws, as applicable to Trainee's program.
- 3.3. ESFCOM shall provide the Trainee an annual stipend of at least \$ [REDACTED] in accordance with the established the ESFCOM GME Handbook and GME Policies and Procedures. Payment of this stipend and participation in the GME Program under this Agreement shall be contingent upon satisfactory performance in all assigned courses and duties by the Trainee during the Trainee's training program. It is understood that, subject to applicable law and ACGME requirements, this appointment and all financial obligations of ESFCOM hereunder are contingent upon annual funding being appropriated, budgeted, and otherwise available to ESFCOM and its affiliated hospitals, however, in the event of a loss of such funding, ESFCOM will comply with applicable law and ACGME requirements regarding its obligations to Trainee.
- 3.4. ESFCOM will provide Trainee hospital and health insurance benefits for Trainee and his/her eligible dependents; disability insurance; vacation, parental, sick, and other leave(s), compliant with applicable laws; and other benefits as found in the ESFCOM' GME Handbook and GME Policies and Procedures.
- 3.5. ESFCOM will provide Trainee timely notice of the effect of leave(s) on the ability of Trainee to satisfy requirements for program completion.
- 3.6. ESFCOM will provide Trainee information related to eligibility for specialty board examinations.
- 3.7. ESFCOM will provide a work environment that promotes patient safety and high reliability principles, and Trainee's safety, well-being, professionalism and

education through the establishment of Clinical and Educational Work Hours policies for each GME Program. Clinical and Educational Work Hours policies are included in ESFCOM's GME Handbook and GME Policies and Procedures.

- 3.8. ESFCOM will provide Trainee with on-call meals, at no cost to Trainee, during in-hospital on-call assignments in accordance with GME policies.
- 3.9. Provide Trainee with one or more lab coats (or equivalent) as described in ESFCOM's GME Handbook and GME Policies and Procedures.

4. EVALUATION, REAPPOINTMENT AND PROMOTION

Each Trainee will be evaluated periodically, and the evaluation will be documented in his or her record. This evaluation will be based upon Trainee's overall performance, including cognitive and clinical abilities, as measured by the assessment(s) of members of the teaching faculty, staff, evaluation forms, and other methods appropriate to Trainee's specialty.

Program appointment, advancement, completion, and eligibility for specialty board examinations are not assured or guaranteed to the Trainee but are contingent upon the Trainee's satisfactory demonstration of progressive advancement in scholarship and continued professional growth. Unsatisfactory Trainee evaluation can result in required remedial activities, temporary suspension from duties, or termination of appointment. These actions and any periods of absence may result in the extension of the GME Program in accordance with ESFCOM's GME Handbook and GME Policies and Procedures.

If the ESFCOM elects to renew Trainee's appointment for any successive year following the Term, then ESFCOM will offer a new written agreement to Trainee before the start of the following year and in accordance with ESFCOM's GME Renewal and Promotion Policy. If no offer of reappointment and/or a new agreement is made, or if Trainee does not execute and return the new agreement to ESFCOM within the timeframes established in ESFCOM's GME Renewal and Promotion Policy, then this Agreement shall automatically cease and terminate at the Expiration Date.

Trainees who desire to voluntarily leave the program prior to completion of their training necessary for certification of the specialty are expected to discuss this action with the Program Director at the earliest possible time, preferably by January 1 of the training year. In this circumstance, Trainees are expected to complete the training year of their current appointment, unless an earlier resignation is mutually agreed upon by the Trainee and Program Director

Trainees are not required to sign a non-competition agreement or restrictive covenant by the ESFCOM or any of its ACGME programs as a condition of appointment.

5. GRIEVANCE AND DUE PROCESS

Trainees are entitled to due process in connection with certain academic or other disciplinary action taken against Trainees, which could impact their professional development and progress. Written policies and procedures for administrative leave, terminations for cause,

and other sanctions can be found in ESFCOM's GME Handbook and GME Policies and Procedures. Trainees are entitled to address concerns or complaints related to the work environment and issues related to the programs or faculty through grievance process in accordance with the ESFCOM's GME Handbook and GME Policies and Procedures.

6. PROFESSIONAL LIABILITY INSURANCE

During the Appointment Period, ESFCOM shall provide professional liability insurance covering the acts or omissions of Trainee in performing Trainee's duties pursuant to this Agreement. Professional liability coverage is in accordance with the State of Washington's Self-Insurance Liability Program, Washington law (RCW 28B.10.842) and ESFCOM's policy. ESFCOM will continue to defend and indemnify in accordance with this statutory obligation for claims filed after completion of the Trainee's Appointment Period, but only to extent they arise from the Trainee's acts or omission during the Appointment Period. No professional liability coverage is provided for any of the acts of the Trainee performed outside his/her assigned duties or for acts or omissions which amount to malfeasance or willful or wanton neglect of duty. ESFCOM will provide a certificate evidencing the above-described insurance coverage upon request.

7. BOARD ELIGIBILITY

Trainee shall be responsible for the eligibility requirements related to specialty board examinations. Trainee should discuss with the Program Director and/or contact the certifying board of his/her specialty all board certification eligibility requirements.

8. CLINICAL AND EDUCATION WORK HOURS

The assignment of Clinical and Education Work hours and night call will be made by the Program Director or designee of the Trainee's specific training program. These assignments may include days, plus fair scheduling of nights and weekends on-call. These assignments must follow the ESFCOM's GME Handbook and GME Policies and Procedures.

9. RELEASE OF INFORMATION

Trainee acknowledges the Program provides academic and professional training and that work evaluations and progress in the Program are an integral part of the Program. Trainee acknowledges and agrees the Program maintains various other records relating to Trainee's participation and performance in the Program, including but not limited to academic information, health information, criminal background information, and drug screen results. Trainee acknowledges that any information relating to Trainee's participation and performance in the Program may be furnished by ESFCOM (without Trainee's consent) to certification boards, any institution or organization to which Trainee may apply for training, employment or privileges, or to any other person or entity that ESFCOM determines should receive the information in accordance with Washington law and ESFCOM's policy. Trainee releases ESFCOM, its employees and other personnel including but not limited to Program Directors and teaching staff, for all claims, liabilities, damages, expenses and attorneys' fees relating to, or arising from, the release of such information. The parties agree that this section shall survive termination of this Agreement.

10. TRAINEE COOPERATION IN OBTAINING INFORMATION

Trainee will cooperate in ESFCOM's obtaining from previous Trainee employers, law enforcement agencies, and individuals, any and all information in their possession about Trainee's employment history (including disciplinary and other matters), personal background, academic history, and criminal records. Trainee will cooperate in ESFCOM's obtaining from educational institutions and licensing agencies any and all information in their possession regarding Trainee's attendance and performance at and licensure by each such institution and/or agency, including but not limited to disclosure of: any diploma or degree of certification awarded; academic information and transcripts; any disciplinary information; licensing applications; and licensure files. Trainee hereby waives written or other notice of release of any information to ESFCOM. Failure by Trainee to cooperate will subject Trainee to exclusion from the GME Program.

11. TRAINEE SIGNATURE

Trainee's signature certifies that he/she agrees to all Terms and Conditions of this Agreement, and has read and/or agrees to become familiar with the ESFCOM GME Handbook, Specialty Program Handbook, and GME Policies and Procedures and comply with all such policies/procedures.

The parties now execute this Physician-in-Training Agreement effective as of the date first written above.

WASHINGTON STATE UNIVERSITY
ELSON S. FLOYD COLLEGE OF
MEDICINE

[Name], M.D. ("Trainee")

By: _____
Name of Program Director, M.D.
Program Director
Name of Program

By: _____
[Name, M.D.]

Date: _____

Date: _____

By: _____
Jonathan R. Espenschied, M.D.
Associate Dean, GME and CME
Designated Institutional Official

Date: _____