

**The Denver Health Medical Center Residency in Emergency Medicine
House Officer Training Agreement
Academic Year June 23, 2021 to June 30, 2022**

- I. This Training Agreement made and entered into this 23rd day of June, 2021 by and between the *Denver Health Medical Center Residency in Emergency Medicine* ("DHMCREM", also referred to in this Agreement as "the Program") and _____ ("the Resident"). This Agreement shall begin on June 23, 2021 and terminate June 30, 2022.
- II. **Background:** The *Denver Health Medical Center Residency in Emergency Medicine* is an affiliated Residency Program endorsed by the Accreditation Council for Graduate Medical Education (ACGME). Residents are typically selected through the National Residency Match Program following an application and interview process. All of the Residents in the Program must sign this Agreement and comply with its terms. It is understood that the Program reserves the right to dismiss the Resident at any time during the period of training stipulated in this Agreement for just cause. Renewal of this one year Agreement is dependent upon satisfactory performance of each year of training, as determined by the Residency Program Director and the Program Advisory Committee. This House Officer Training Agreement supersedes any other employment or training contract or agreement.
- III. **Terms and Conditions of Appointment to the Educational Program:** By entering into this Agreement, the DHMCREM and the Resident assume certain responsibilities and obligations, as outlined below.
- A. Resident's Responsibilities and Obligations:**
1. The Resident shall perform such assignments and duties of the Program, conscientiously, to the best of his or her ability, and under the highest personal bond of professional morals and ethics and in accordance with Medical Staff Bylaws and Rules and Regulations of the participating institutions, and the Colorado Medical Practice Act.
 2. The Resident shall develop and adhere to a personal program of self-study and professional growth.
 3. The Resident shall participate fully in the educational and scholarly activities of the Program, including, but not limited to, the clinical, administrative, didactic, and academic portions of the Program and curriculum.
 4. The Resident shall assume responsibility for teaching and supervising other Residents and students, as assigned.
 5. The Resident shall participate in institutional programs and activities involving medical staff at the assigned institutions and adhere to established practices, procedures, and policies of those institutions.
 6. The Resident shall further adhere to established practices, procedures, and policies of the institutions that provide the Resident's clinical training. Discipline, however, regardless of which institution provides the Resident's salary line, shall be governed by the DHMCREM policies and procedures.
 7. The Resident shall participate in institutional committees and councils, as assigned, especially those that relate to patient care review activities.
 8. The Resident shall participate in the Resident Evaluation process. The Resident's duties in this process include, but are not limited to, making appointments to receive and discuss the semi-annual Quality Assurance/ Peer Review Letters of Evaluation, acting upon the areas identified in the semi-annual Quality Assurance/ Peer Review Letters of Evaluation as warranting improvement, receiving the periodic rotation evaluations, and acting upon areas identified in the periodic rotation evaluations as warranting improvement.
 9. The Resident shall participate in evaluation of the quality of education provided by the Program through the formal process by which the DHMCREM faculty, rotations, and the Program are evaluated at least annually.

10. The Resident shall develop an understanding of ethical, socioeconomic, and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care.
11. The Resident shall keep charts, records, and/or reports up to date and signed at all times.
12. The Resident shall conduct himself or herself, at all times, in a professional manner consistent with the behavior customarily expected of physicians.
13. The Resident shall cooperate with and participate in quality management, utilization review, and risk management activities.
14. Health Insurance Portability and Accountability Act Of 1996 (HIPAA). The Resident shall: (i) not use or further disclose information other than as permitted or required by this Agreement; (ii) not use or further disclose information in a manner that would violate the requirements of the HIPAA regulations; (iii) use appropriate safeguards to prevent use or disclosure other than as provided in this Agreement; (iv) report to the DHHA any use or disclosure not provided by this Agreement; (v) ensure that any subcontractors and agents to which the Resident may provide protected health information agree to the same restrictions and conditions as apply to the Resident; (vi) make appropriate health information available upon individual request as appropriate; (vii) make its practices, books, and records relating to the use and disclosure of protected health information available to the U.S. Department of Health and Human Services; (viii) return or destroy all protected health information at the termination of this Agreement; and (ix) authorize the DHHA to terminate this Agreement if the Resident has violated a material term.
15. The Resident shall provide services as defined in this Agreement within the scope of the current Joint Commission on Accreditation of Hospital Organizations (JCAHO) standards. The DHHA expects and demands that the aforementioned services shall be performed in a manner consistent with the DHHA's policies and procedures and applicable professional standards. Non-compliance upon Resident's part shall provide the DHHA with the right to terminate this Agreement for cause. The DHHA requires that Resident maintain evidence of current clinical competence, which shall be provided to the DHHA upon request. The Resident shall conduct and document that each individual providing services under this Agreement meets pre-service orientation requirements outlined by JCAHO; e.g., cardiopulmonary resuscitation (CPR), infection control measures, fire, and electrical safety, among others.
16. Attached to this agreement is the Job Description for the particular level of training that applies to the individual resident and the DHMC Resident Master Job Description. By signing this agreement, the resident acknowledges receipt and understanding of that Job Description. Additional copies of the Job Descriptions are available in the Residency Office and online through the DHMC Intranet.
17. The Resident must have either his/ her own unrestricted license to practice medicine in the state of Colorado or have a current and valid Training License issued by the Colorado Board of Medical Examiners in order to participate in the Residency Program.
18. Throughout the duration of employment in the DHMCREM the resident shall demonstrate the following:
 - A. **Patient care** that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health;
 - B. **Medical knowledge** about established and evolving biomedical, clinical, and cognate (eg, epidemiological and social-behavioral) sciences and the application of this knowledge to patient care;
 - C. **Practice-based learning** and improvement that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care;
 - D. **Interpersonal and communication skills** that result in effective information exchange and teaming with patients, their families, and other health professionals;

- E. **Professionalism**, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population; and
- F. **Systems-based practice**, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system for health care and the ability to effectively call on system resources to provide care that is of optimal value.

B. The Denver Health Medical Center Residency in Emergency Medicine's Responsibilities and Obligations:

1. The DHMCREM shall maintain a training program in Emergency Medicine in accordance with the rules of the Residency Review Committee for Emergency Medicine of the Accreditation Council for Graduate Medical Education. Successful completion of this Program and the endorsement of the Residency Program Director will satisfy the training requirements of the American Board of Emergency Medicine to apply to take the board certification examination. Such an endorsement by the Residency Program Director, however, is not guaranteed through this Training Agreement.

2. The DHMCREM shall provide an annual stipend for the Resident of at least:

- \$60,927 for EM1 Residents
- ~~\$63,678 for EM2 Residents~~
- ~~\$66,223 for EM3 Residents~~
- ~~\$69,394 for EM4 Residents~~
- ~~\$74,394 for Chief Residents~~

The salary may exceed the amounts shown above in the case of salary increases across the entire residency class. Payment of this training stipend shall be contingent upon satisfactory performance in all training duties by the Resident during the training program.

- 3. The DHMCREM shall provide twenty-one (21) days of paid vacation per year for the Resident. The Resident must make known vacation requests to the scheduling Chief Emergency Medicine Residents by May 1 of the applicable Agreement year. There shall be no guarantee that the specifically requested dates for vacation will be accommodated.
- 4. The DHMCREM does not guarantee to provide professional leave (protected time free from clinical duties) nor stipend to attend meetings.
- 5. The DHMCREM shall provide up to twelve (12) weeks of unpaid parental or family leave, if the Resident qualifies and in accordance with the Family Medical Leave Act. Such leave from the residency shall not be credited towards the advancement and graduation requirements. The Residency Program Director, however, will make efforts to accommodate the special needs of the Resident through flexibility in the curriculum, such as scheduling arrangements and creative use of elective time. The Resident is obligated to notify the Residency Program Director as soon as practical of his or her special needs and to work with the Residency Program Director and the Chief Emergency Medicine Residents to meet those special needs and the obligations of the Program.
- 6. The DHMCREM shall provide the necessary shift coverage for the Resident in the case of an illness in accordance with the Residency's Sick Call Policy.
- 7. The DHMCREM shall provide professional liability insurance ("malpractice insurance") for all clinical activities that are a part of the residency curriculum, including electives. The liability insurance will not cover clinical activities outside of the residency curriculum, whether these activities are compensated or not.
- 8. The DHMCREM shall provide hospitalization and health insurance for the Resident.
- 9. The DHMCREM shall provide disability insurance for the Resident.
- 10. The DHMCREM shall provide two (2) pair of surgical scrub garments (pants and shirts) and two

(2) white lab coats for the Residents.

11. The DHMCREM is not obligated to provide any other insurance benefits for the Resident and/or the Resident's family.
12. The DHMCREM is not obligated to provide living quarters, meals, nor laundry services for the Resident.
13. If clinically indicated, the DHMCREM shall facilitate the Resident's access to appropriate and confidential counseling, medical, and psychological services.
14. Policies that must be followed include, but are not limited to, Sexual Harassment, Physician Impairment and Substance Abuse, HIPAA compliance and pre-employment drug screening.

IV. Residency Closure and Reduction Policy: If the DHMCREM decides to reduce the number of residents in the Program or to close the Program, the Resident will be notified as soon as possible.

The DHMCREM and its affiliated institutions agree to provide the support, as outlined in this agreement, until the Resident separates from the Program through graduation, resignation, dismissal, or non-renewal. Reduction in the total number of residents in the Program shall not constitute grounds for the dismissal or non-renewal of the Resident. Any such reductions shall be phased in so as to not affect the salary lines of the residents already in the Program. Program size reductions must be made in accordance with the rules of the Accreditation Council for Graduate Medical Education and the Residency Review Committee for Emergency Medicine of the Accreditation Council for Graduate Medical Education.

Residency closure shall be managed in a similar fashion as for program reduction. The DHMCREM and its affiliated institutions agree to provide the support, as outlined in this agreement, until the Resident separates from the Program through graduation, resignation, dismissal, or non-renewal. Closure of the residency program shall not constitute grounds for the dismissal or non-renewal of the Resident. Closure of the residency program shall be phased in so as to not affect the salary lines of the residents already in the Program. The procedure for program closure must be made in accordance with the rules of the Accreditation Council for Graduate Medical Education and the Residency Review Committee for Emergency Medicine of the Accreditation Council for Graduate Medical Education.

If the Program loses accreditation and must be closed more precipitously than will allow the Resident currently in the Program to continue until separation as described above or if the Program must be closed precipitously for some other reason outside the Program's control, the Program will do the following:

1. inform the Resident as soon as possible;
2. make an effort to allow the residents already in the program to complete their education;
3. make an effort to assist the Resident in identifying programs in which they can continue their education.

V. Duration of Appointment and Conditions for Reappointment: The duration of this Agreement shall be as outlined above in Paragraph I and subject to Paragraph VI ("Automatic Termination of this Agreement") and any other such applicable passages in this Agreement. If the Resident successfully completes the academic year, as stipulated in the DHMCREM's Criteria for Advancement, the Resident may apply for renewal of this Agreement on an annual basis until the DHMCREM's Criteria for Graduation are fulfilled and the Resident graduates from the Program. Failure to comply fully with the Responsibilities and Obligations as outlined here on the part of the Resident can be sufficient grounds for the DHMCREM to refuse to offer another Agreement term without further due process. If the Program decides to exercise its option not to renew this agreement, the resident will be notified of that intent no later than four (4) months prior to the end of the resident's current agreement. With advancement in the DHMCREM, the Resident will be provided with the appropriate salary level. The Resident may resign from this Agreement by giving sixty (60) days written notice of intent to resign.

VI. Automatic Termination of this Agreement: This Agreement shall automatically terminate upon the occurrence of any of the following:

1. death of the Resident; or,
2. disability of the Resident for a period in excess of ninety (90) days, which disability shall be defined as

a state of mental or physical illness of such degree that, even with reasonable accommodation, the Resident is unable to carry out his or her essential services under this Agreement.

No payments beyond the date of termination shall be due the Resident in the event of automatic termination of this Agreement.

- VII. Policies Regarding Professional Activities Outside the Educational Program:** Clinical activities outside the residency curriculum ("moonlighting"), whether for compensation or not, are governed by the DHMCREM's Policy on Moonlighting. Residents must apply to the Residency Program Director for permission to engage in outside clinical activity. Permission may be granted at the discretion of the Residency Program Director and shall be for specific dates and times only. The Resident may not engage in outside clinical activities if he or she is on Academic Probation, or if the outside clinical activity would interfere in any way with the Resident's full participation in the Residency Program. If the Resident performs outside clinical activity while on Academic Probation or if the performance of outside clinical activity by the Resident (whether on Academic Probation or not) interferes in any way with the Resident's full participation in the Residency Program, it shall be viewed as grounds for dismissal from the Program. The professional liability insurance provided by the DHMCREM will not cover clinical activities outside the residency curriculum.
- VIII. Procedures for Discipline and Redress of Grievances:** The procedures for discipline and the redress of Grievances may be found in the DHMCREM's Policies and Procedures for Disciplinary Actions and Termination, Academic Probation, Honor Council, and Administrative Hearing of the Program Advisory Committee. These procedures constitute the due process that is afforded the Resident.
- IX. Policies and Procedures Whereby Complaints of Sexual Harassment and Exploitation may be Addressed in a Manner Consistent with the Law and Due Process:** Each of the participating hospitals and institutions have policies whereby complaints of sexual harassment and exploitation may be addressed in a manner consistent with the law and due process. If such an accusation is made, it will be addressed by the policy in place at the institution in which the alleged offense took place. If the allegation of sexual harassment or exploitation cannot be addressed by such a policy, the policy in place at the Denver Health and Hospital Authority shall be used.
- X. Assignment:** The Resident shall not have the right to assign his or her duties under this Agreement.
- XI. Venue and Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado without regard to the choice of law thereof. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

Resident's Signature: I accept the appointment outlined above and agree to all rules and regulations of the Denver Health Medical Center Residency in Emergency Medicine and the affiliated institutions to which I am assigned. I also agree to discharge all the duties of a trainee as determined jointly by the affiliated institutions, as represented by the Program Advisory Committee, and the Residency Program Director of the Denver Health Medical Center Residency in Emergency Medicine.

Resident Printed Name

Resident Signature

Date



Residency Program Director, for the DHMCREM Program Advisory Committee