

# DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH

## SAINT ELIZABETHS HOSPITAL

### RESIDENT AGREEMENT

- I. **This document constitutes a binding agreement ("Agreement") between:**  
The District of Columbia Department of Behavioral Health-Saint Elizabeths Hospital ("The Hospital")

and is dated:

**Postgraduate Year PGY-I**

**Annual Salary:** \$ or as dictated by the Collective Bargaining Agreement between Department of Behavioral Health and the Committee of Interns and Residents (Collective Bargaining Agreement).

**Duration of Appointment:**

#### II. Definitions

The District of Columbia Department of Behavioral Health ("DBH") is an executive agency within the government of the District of Columbia (the "District"). DBH is responsible for operating Saint Elizabeths Hospital, which provides inpatient Behavioral health services to voluntary, civilly committed and forensic patients. Saint Elizabeths Hospital – DC Department of Behavioral Health ("The Hospital") is the sponsoring institution for a program of graduate medical education in psychiatry ("Residency Program") that is accredited by the Accreditation Council of Graduate Medical Education ("ACGME"). The physician designated to oversee and organize the activities for the Residency Program and to maintain the quality of the Residency Program so that it meets the ACGME standards is the Director of Psychiatry Residency Training ("Program Director"). The Residency Program provides graduate medical education in psychiatry to physicians who have graduated from accredited medical schools (collectively referred to as the "Residents" and each individually as a "Resident"). The individual Resident who is a party to this Agreement is referred to as "The Resident". "Participating Institution" is defined as an institution with which The Hospital has executed an affiliation agreement for the purpose of furthering Residents' clinical education and training, and to which Residents rotate for a specific learning experience. Saint Elizabeths Hospital Policies and Guidelines for the Psychiatry Residency Training Program ("Policies and Guidelines") covers many of the issues discussed in this Resident Agreement. A copy of the Policies and Guidelines is forwarded to each prospective Resident along with this Resident Agreement ("Agreement") if not already received.

#### III. The Resident's Responsibilities

- A. The Resident will present, no later than the commencement date of his/her appointment, evidence of his/her identity and eligibility to accept employment in the United States as required by federal law. As part of the hiring process, in order for a Resident to be placed in a pay status by The Hospital, The Resident must provide a Social Security Number as evidenced by a Social Security Card issued by the U.S. Social Security Administration.
- B. The Resident will provide, in a timely manner, any and all information and or documentation requested for purposes of establishing the Resident's credentials (Policies and Guidelines Manual, Sections 2 and 3 (i)).
- C. If The Resident is a graduate of a foreign medical school, The Resident will provide The Hospital with a copy of the currently valid certificate issued by the Educational Commission for Foreign

Medical Graduates (the "ECFMG") prior to the commencement date of his/her appointment. Failing to provide this certificate will result in automatic revocation of his/her appointment.

- D. The Resident will participate in at least 70% of the didactic seminars offered by the Residency Program, document his/her participation in the educational and scholarly activities, and, as authorized by the teaching staff, assume responsibility for teaching and supervising other Residents, externs and students.
- E. The Resident will develop a personal program of self-study and professional growth. The faculty will avail themselves to provide guidance and direction to The Resident during this process, and The Resident will work in conjunction with them to assure an effective program.
- F. The Resident will maintain an up-to-date log of all the patients (inpatient and outpatient) under his/her care or in whose treatment he/she is or has been participating. Said log will include at a minimum the information as required by the Program Director.
- G. The Resident will participate in ongoing evaluation of the quality of education provided by the Residency Program and complete evaluations of the Program and provide to any governing or accrediting body in a timely manner.
- H. As directed by the Program Director, The Resident will serve in all hospitals, clinics and participate in all activities and duties to which The Resident is assigned as part of the Residency Program.
- I. Under the supervision of the teaching staff, The Resident will provide safe and appropriate care for patients, commensurate with his/her level of education, ability and experience as determined by the teaching staff.
- J. The Resident will adhere to established practices, procedures, and policies of The Hospital, and all rules and regulations of Participating Institutions to which Resident is assigned, including rules concerning confidentiality of protected patient health information and applicable HIPPA regulations, and employee health and immunization requirements.
- K. The Resident will keep charts, records and reports signed and up to date as assigned and/or per The Hospital/ Participating Institution policy. All notes and orders, where applicable, should be appropriately authenticated (printed name).
- L. The Resident will attend and participate in all mandatory training, including but not limited to, risk management, nonviolent crisis intervention, cardiopulmonary resuscitation, infection control, fire safety, and patient health information confidentiality requirements.
- M. The Resident will perform the duties prescribed by The Hospital/ Participating Institution or an attending physician or department in a competent, efficient, satisfactory, humanistic and courteous manner in strict accordance with the professional and ethical standards of the medical profession.
- N. The Resident will perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the Resident Duty Hours and Work Environment (Policies and Guidelines Manual, Section 10). Duty hours, although subject to modification and variation, depending on the clinical area of assignment and/or urgent circumstances, shall be in accordance with applicable Collective Bargaining Agreement, ACGME requirements, and state and federal laws, rules and regulations.
- O. If scheduled duty assignment is inconsistent with this Agreement, the Resident Duty Hours and Work Environment Policy, or the Collective Bargaining Agreement, the Resident shall bring that inconsistency first to the attention of the Program Director for resolution. If the Program Director does not resolve the inconsistency, it shall be the obligation of the Resident to notify the Director of Medical Affairs of the inconsistency, who working with the Graduate Medical Education Committee, shall take the necessary steps to address the inconsistency.

- P. The Resident will maintain personal appearance and conduct consistent with professional standards.
- Q. The Resident understands that The Hospital prohibits sexual or other harassment toward co-workers, subordinates, supervisors, students, patients or other workers and The Resident will not engage in such behavior in accordance with the D.C. Human Rights Act of 1977, as amended, Mayor's Order 2004-171. Failure to comply with this policy may be cause for revocation of the Resident's appointment.
- R. The Resident will participate in institutional committees and councils, especially those, which relate to patient care review activities, as determined by the service chief.
- S. The Resident will participate in videotaping, photographing, filming, recording or other permanent preserving of mock drill, direct patient care, or other parts of his/her responsibilities under this Agreement and will permit use of this material for any purpose.
- T. The Resident will abide by all the laws of the District of Columbia relating to the practice of medicine including the District of Columbia Municipal Regulations for Medicine ("DCMR").

**IV. Responsibilities of The Hospital:**

**A. Education Program:**

In general The Hospital provides an environment and an educational program that meets the Institutional Requirements of the ACGME. The Hospital also ensures that its Residency Program is in substantial compliance with the ACGME's Program Requirements for Psychiatry. The Hospital will award a certificate upon successful completion of the entire training program or a recognized component of the training program.

**B. Compensation**

Residents will be paid on a biweekly basis contingent upon hours worked and approved leave. Salaries are subject to withholding of all applicable taxes.

**C. Professional Liability Insurance**

The Resident, while working within the scope of his/her employment, at DBH will be covered by the Medical Employee Protection Act of 1975 D.C. Code, Section 2-415 (b) (2001 ed), since the District of Columbia is self-insured. Resident will not be covered under the Act or otherwise for moonlighting activities outside of DBH. Pursuant to this Act, whenever in a case in which the District is not a party, a final judgment and order to pay money damages is entered against a medical employee of the District based on "damage to or loss of property or personal injury or death caused by the negligent act or omission of the medical employee within the scope of his employment and performance of professional responsibilities, the District of Columbia shall, to the extent the medical employee is not covered by appropriate insurance purchased by the District, indemnify the employee in the amount of said money damages" This provision applies although suit may be brought after the Resident's completion of the ACGME-accredited program.

**D. Leave, Health Benefits, Disability Benefits, and Other Benefits**

Resident will be provided with leave, health and disability benefits as provided in Sections 7(c), 7(e), and 13 of Policies and Guidelines, and the Collective Bargaining Agreement.

**E. Medical Records**

The Hospital or Participating Institution to which The Resident is assigned will provide a system that: documents the patient's illness, course, and care; is adequate to support The Resident's

education and participation in quality improvement activities; and provides a resource for appropriate scholarly activity.

**F. Living Quarters, Onsite Sleeping Quarters, Meals**

The Hospital and other Participating Institutions provide for adequate on-site sleeping quarters and meals for Residents when they are required to be onsite for overnight call. Permanent living quarters are not provided.

**G. Uniforms**

The Hospital and Participating Institutions shall provide adequate scrubs to Residents when they are onsite for overnight call.

**H. Duty Hours and Schedule of Assignments**

The Hospital promotes patient safety and education through faculty availability and Resident duty hour's assignments in accordance with ACGME requirements. The stipulations pertaining to duty hours are stipulated in the Resident Duty Hours and the Learning and Working Environment Policy (Policies and Guidelines Manual, Section 19).

**I. Safe Working Environment**

The Hospital promotes a safe working environment through an educated staff that complies with institutional and personal safety guidelines.

**J. Residency Closure and Reduction**

The Hospital will address residency closure/reduction as outlined in the Residency Closure and Reduction Policy (Section 19 of Policies and Guidelines)

**K. Counseling Services**

Counseling services will be available to Residents as provided in Section 20 of the Policies and Guidelines

**L. Physician Impairment Policy**

The Physician Impairment Policy shall be as provided in Section 18 of the Policies and Guidelines.

**M. Amendment of Policies and Procedures**

The Hospital may modify or amend at any time its policies and procedures, including those referenced in this Agreement

**V. Conditions for Reappointment**

A. The accredited training in psychiatry offered by the Residency Program is of 4 years in duration. Since this Agreement is of one-year duration, The Resident needs to be reappointed to the second and subsequent years of training (Section 12 (d) of Policies and Guidelines). Any reappointment of The Resident will be based on satisfactory performance evaluations completed at least semi-annually by the Program Director or his/her designee. In addition, the prerequisite for reappointment as a PGY-III Resident is obtaining a passing score on the USMLE Step 3 examination (U.S. Medical Licensing Examination). Prerequisite for reappointment as a PGY-IV Resident is passing three CSE administered by the program. Reappointment is neither guaranteed nor implied by any section of this agreement.

- B. Initial Appointment or Reappointment is subject to this Agreement being accepted, signed and returned to the Residency Program by The Resident or prospective Resident by the date Indicated in Section IX of this Agreement: "Conditions for Agreement to become Effective".
- C. In case of nonrenewal of appointment, The Hospital will provide The Resident with a written notice of intent not to renew the agreement no later than four months prior to the end of The Resident's current agreement. However, if the primary reason(s) occurs within the four months prior to the end of the agreement, the Residency Program will provide The 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.

**VI. Guarantee of Due Process**

If actions are contemplated by The Hospital which could result in dismissal, revocation of The Resident's appointment, non-renewal of appointment, or significantly threaten The Resident's intended career development, The Hospital will provide The Resident with an opportunity to discuss the complaint and/or to request a hearing which appeals the action in accordance with the Grievance Procedure described in the Collective Bargaining Agreement. This Article also addresses the adjudication of Resident complaints and grievances related to the work environment and issues related to the Residency Program or faculty.

**VII. Professional Activities Outside the Educational Residency Program (Moonlighting)**

The Resident's services will be devoted solely to advancing the clinical and educational program. Professional and patient care activities that are external to the educational Residency Program are called Moonlighting (Policies and Guidelines Manual, Section 14). Moonlighting is prohibited, unless expressly and prospectively approved in writing by Program Director or Director of Medical Affairs in accordance with the Collective Bargaining Agreement. The Hospital provides no professional liability coverage for moonlighting outside of DBH.

**VIII. Release of Information**

The Resident consents to The Hospital seeking independent verification of his/her graduation from medical school and other residency or training programs. On request, The Resident will present evidence of his/her successful graduation from medical school or successful completion of other residency or training programs. To protect patients and to uphold the reputation of The Hospital, The Resident understands that The Hospital may conduct an independent background check. If any negative information is identified, the Program Director will offer The Resident an opportunity to discuss the results of the background check before acting on it. The Resident understands that his/her participation in this Residency Program and any contractual obligation to employ and train him/her are contingent upon successful completion of the credentialing process. The Resident consents to any other testing required by law.

The Resident consents to The Hospital utilizing web-based survey, evaluation, data collection, reporting tools, and other data management services to be provided by an independent contractor, with whom The Hospital has entered into a contract. The Hospital agrees that the Hospital shall remain the owner of all data submitted by The Hospital to contractor or input by The Hospital into contractor's data system, that the contractor will use the data for the sole purpose of rendering services to the Hospital and that contractor will maintain confidentiality and protect the data against unauthorized disclosure.

**IX. Conditions for Agreement to Become Effective**

This agreement will become effective only if:

Page 5 of 6 \_\_\_\_\_ Initials of the Program Director \_\_\_\_\_ Initials of The Resident

- The Resident accepts, signs, and returns this Agreement by \_\_\_\_\_ and all the signatories for The Hospital have signed the Agreement. If The Resident does not wish to continue in the program, the "do not accept" below should be checked, signed and the Agreement should be returned to the Residency Program. This action will be interpreted as voluntary resignation effective the date of expiration of the currently active fully executed Agreement. By checking "Accept" in the box below The Resident acknowledges receipt of the Policies and Guidelines and agrees that he/she has read and understands them.
- The Resident satisfactorily cooperates with and completes the credentialing process;
- The Resident satisfactorily completes requirements for promotion to the postgraduate year noted at the beginning of this Agreement (if The Resident is currently a Resident at The Hospital);

**X. Termination of Agreement**

The Hospital reserves the right to terminate this agreement or to take other action including temporary suspension from academic activities, revocation of clinical privileges, and any other action deemed necessary if The Resident violates the terms of this agreement. Further, if his/her performance is unsatisfactory, his/her appointment is revoked, or if The Resident is otherwise separated voluntarily or involuntarily, all pay ceases effective the date of the separation.

For The Resident:

Accept

Do Not Accept

For The Hospital:

\_\_\_\_\_  
Signature, The Resident

\_\_\_\_\_  
Farooq Mohyuddin, M.D., Director of Psychiatry  
Residency Training (Program Director)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, M.D., Director of Medical Affairs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature,  
Chief Executive Officer, Saint Elizabeths Hospital

\_\_\_\_\_  
Date