

## **G-1 INTERNAL MEDICINE RESIDENT AGREEMENT 2024-2025**

### **General Provisions**

The Abbott Northwestern Hospital Internal Medicine Residency Program provides a graduate medical education program to offer participating Residents an opportunity to specialize in the area of Internal Medicine.

The Abbott Northwestern Hospital Internal Medicine Residency Program hereby offers the Resident an opportunity to participate in the Internal Medicine Program. The Program is designed to teach particular skills and meet the specific requirements set forth by the Accreditation Council for Graduate Medical Education (ACGME) and American Board of Internal Medicine (ABIM).

### **Program**

The specific educational content of the Abbott Northwestern Hospital Internal Medicine Residency Program is sufficient to comply with the requirements of the ACGME. The schedule of specified assignments and the call schedule shall be routinely provided to the Resident during the academic year by the Program Coordinator. The academic courses, schedule of specific assignments and call schedule are subject to periodic modification and adjustment by the Program Director.

### **Appointment and Term**

The G-1 year in the Abbott Northwestern (ANW) Hospital program in internal medicine begins on June 17, 2024 and runs through June 30, 2025.

Should the Resident require extensive time away from the Program for any reason, including illness, the Program Director shall evaluate the academic impact of any such prolonged absence. If the Program Director believes that the total length of absence adversely impacts the Resident's educational development, the Program Director may recommend that specified portions of the Program or the entire Program year be repeated by the Resident. Or, in the event repetition is not feasible, the Program Director will recommend dismissal of the Resident to the Graduate Medicine Education Committee (GMEC).

It is the expectation that the Internal Medicine Program will provide the Resident with an Accreditation Council for Graduate Medical Education (ACGME) approved training to the completion of the program.

### **Academic, Licensure and Certification Requirements**

The Resident must be a graduate of an institution accredited by the Liaison Committee of Medical Education or otherwise must meet the eligibility requirement of the Essentials.

The Resident must obtain a Residency Permit to practice medicine from the Minnesota Board of Medical Practice for the first year of residency training for US graduates and for the first and second year of residency training for International graduates. When the Resident becomes eligible for licensure he/she must obtain a license to practice medicine from the Minnesota Board of Medical Practice prior to the commencement of any Program year after the qualifying year(s) of the Resident's participation in graduate medical education.

The Resident must at all times maintain in effect and verify, upon request, all legally required permits, licenses and other relevant documents, including proof of citizenship, naturalization or current and valid visas authorizing the Resident to work in the United States.

The Resident must, at all times during the terms of this Agreement, maintain in effect, Advanced Cardiac Life Support (ACLS) Certification.

### **Obligations of the Resident**

The Resident agrees to:

- Develop a personal program of self-study and professional growth with guidance from the Program teaching staff, while incorporating feedback from staff and supervising resident peers.

- Develop the skills set established by the ACGME. This includes developing proficiency in the ACGME competencies of patient care, medical knowledge, practice-based learning, interpersonal and communication skills, professionalism, and system-based practice.
- Participate in safe, effective and compassionate patient care under the supervision of the Program teaching staff.
- Participate fully in the educational activities of the Program and assume responsibility for participation in the teaching of more junior physicians and Medical Students.
- Obtain a pre-placement health assessment by Allina Occupational Health. This includes tuberculin skin testing and necessary immunizations or documented lab tests proving immunity to Measles, Mumps, Rubella, and Varicella, and is found to be fit for duty.
- Comply with all Abbott Northwestern Hospital and Program rules, regulations, practices, procedures and policies.
- Adhere to the call schedule and schedule of assignments in a prompt and timely fashion.
- Apply cost containment measures in the provision of patient care.
- Maintain a neat, well-groomed appearance. This includes wearing the Abbott Northwestern Hospital identification tag so that the name and photo areas are clearly visible.
- Comply with all federal, state, and local laws, regulations and ordinances, including nondiscrimination and sexual harassment provisions.
- Advise the Program promptly of any change in the Resident's mailing address, e-mail address and/or phone number.
- If the Resident chooses to withdraw from the Program in good standing, he or she will notify the Program Director by March 1st of the current academic year.

## **Stipend**

Your stipend will be: \$68,500.00 base plus \$3,380.00 food/take-home allowance. Applicable state, federal and FICA taxes are withheld according to law.

Paid time off is 22 days for G-1 residents for the period from June 17 to June 30th the following year (this includes vacation, sick and personal days). All PTO days are granted per academic year and are on a "use it or lose it" basis, i.e., there will be no carryover or payout for any PTO time not used in a particular academic year.

## **Benefits and Prerequisites**

Abbott Northwestern Hospital's benefit program offers a wide range of choices designed to meet the varied needs of employees. The specific plan provisions are outlined in the "summary plan descriptions" which are available in Human Resources. The following information applies to medical, dental, life and long term disability insurances:

- Coverage begins on the first day of employment. Abbott Northwestern Hospital provides each eligible employee with a benefit allowance that may be used toward the cost of elected insurances. Premiums are deducted on a pretax basis; therefore, changes can only be made during the annual open enrollment period or at the time of a qualifying family status event. Forms must be received within 45 days of such changes, but deductions begin on the effective date of coverage. If a Resident terminates, coverage ends on the last date of the month.
- When the Resident is working in an official capacity, Abbott Northwestern Hospital provides liability protection. This includes coverage for incidents that take place during the time of Resident's employment that may arise after the period of the Resident's employment (i.e., "tail" coverage).
- Abbott Northwestern Hospital shall provide pregnancy-related disability leave to Residents in accordance with applicable law.
- Residents are eligible for family leave benefits in accordance with applicable law.
- The services of the Employee Assistance Program or the Resident Assistance Program are available to all residents. These programs are designed to help employees resolve problems before they affect job performance. Either program is confidential with no charge for short-term counseling. Confidentiality would be compromised only in the most extreme cases of immediate risk to patient safety and in instances of legal necessity. Assistance is available to Residents in dealing with personal or work-related problems. Referrals can be voluntary or mandatory.

- Abbott Northwestern Hospital provides an allowance for noon and on call meals which is automatically added biweekly to your paycheck. Sleeping quarters will be provided to the Resident on nights and weekends when the Resident is on-call and required to stay on Abbott Northwestern Hospital grounds.
- White lab coats are provided.
- Free parking is provided at Abbott Northwestern Hospital.

### **Professional Activities Beyond the Scope of This Agreement**

The Program is required by the ACGME to know of all resident moonlighting, whether at ANW or at an outside site. This is to ensure that moonlighting does not negatively impact a resident's education. In accordance with ACGME policies, PGY-1 residents are not allowed to moonlight.

### **Evaluation, Counseling and Advancement**

Evaluation and counseling shall be done by the Program Director with the advice of the Program teaching staff. The following procedure applies:

- Evaluation of the Resident shall take place at the completion of each rotation. The Program Director shall maintain evaluations in the Resident's program file, and these are available for a resident to review electronically online after three evaluations are completed to ensure anonymity.
- After the first six months of a program year, at which time evaluation is intensive, Residents will be requested to discuss their performance and the program and subsequently at least twice a year. Any problems identified with Resident or program performance will be reported to the GMEC. If significant performance deficiencies are evident prior to six months, they will be raised with the Resident at that time. Regardless of training month, appropriate feedback as to the nature of the problems and advice on correcting them will be provided. Further action, including remediation efforts, may be assigned as deemed appropriate by the Program Director and Clinical Competence Committee.
- The Program Director shall discuss the Resident's Program advancement and renewal of this Agreement with the Resident by March 1st of the Program year.
- Program advancement and appointment renewal are not assured or guaranteed to the Resident, but instead contingent upon the Resident's satisfactory demonstration of progressive advancement in scholarship and continued professional growth. The Resident must also satisfactorily meet the Program obligations set forth in Obligations of Resident hereof.

### **Procedures for Disciplinary Action/Grievance Procedures for Training Program**

#### **Graduate Medicine Education Committee (GMEC)**

- The (GMEC) evaluates the performance and educational accomplishments of members of the housestaff as well as conducting the institutional review of the residency program.
- A Resident may grieve an action taken against him or her through the GMEC. A request must be made to the Program Director of Graduate Medical Education in order to have the Committee hear the grievance.
- Residents may also request assistance from the GMEC in instances where a formal action has not been taken but a problem exists that cannot be worked out with the Program Director.

### **Periodic Written Evaluations With Less Than Satisfactory Overall**

- All teaching relationships with Residents will be accompanied by conversations with the resident advisee or Program Director on a regular basis. Problem areas will be documented.
- The Program Director or Associate Program Director will discuss written periodic evaluations with the Residents.
- Any less than satisfactory evaluation will be brought to the attention of the Program Director by the attending physician/advisor. The Program Director will inquire whether any similar evaluations of the Resident have been submitted following any other rotations. The resident performance will also be discussed with the Clinical Competence Committee.
- The Program Director will discuss the matter with the Resident and provide him/her with an opportunity to respond to the evaluation. Subsequent evaluations and/or remediation efforts may be scheduled to

look for the correction of any deficiency. This review will be documented and signed by the Program Director.

- If at any point in the process, the Resident would like to present his/her point of view personally and privately, he/she may address himself/herself directly to the Program Director. If he/she subsequently desires a further hearing, he/she may, with the knowledge of the Program Director, address himself/herself to the GMEC.

## **Probation**

- Probation is an opportunity period for a Resident to bring his/her performance to a satisfactory level with the aid of more intensive counseling and monitoring. Under usual circumstances probation may be considered after a period of remediation that has not resulted in correction of the performance deficiencies identified. In unusual circumstances, especially when the deficiencies are of a professional or behavioral nature, probation may be assigned without a period of remediation if it is judged by the Program Director, Clinical Competence Committee, and GMEC that remediation is not likely to correct the problems identified.
- If the gravity or the frequency of less than satisfactory evaluations or other problems result in the assignment of Probation by the GMEC, the Resident will be offered the opportunity to appeal to the GMEC. The Resident must make a request in writing to the Program Director within two weeks should the Resident wish to appeal to the GMEC.

### **Pursuant to such appearance before the GMEC the following procedures will be followed:**

- The Resident will be given written notice of the precise circumstances at least two weeks in advance of his/her appearance. The Resident will be given an opportunity to appear before the GMEC to present additional information, take issue with the Department's decision, and/or call witnesses in support of his/her position. He or she will be also given the opportunity to bring a representative of choice who may aid and counsel the Resident. Since the GMEC meets to investigate facts, and does not conduct an adversarial hearing, there is no cross-examination, and an attorney may not directly participate in questioning.
- Probation requires a majority vote of the GMEC.
- The reasons for probation will be specified (i.e., the Resident's specific actions or deficiencies that led to the recommendation of probation). The conditions of probation (what the Resident will be expected to do differently), and the specific measures taken by the Program to help the Resident achieve these goals will be detailed. A copy of this statement will be presented to the Resident.
- The length of probation will be specified, together with the various options that can occur following the completion of the probationary period: A period of probation will usually be from 1 to 3 months, but may occasionally be for the duration of an academic year.
- If the GMEC upholds the Resident's appeal, then probation will be immediately terminated. All documentation of probationary action will be removed from the Resident's file.

## **Options After Probation**

At the end of probation, the following may occur:

- Termination of Probation with a statement in the house officer's record that the conditions of probation were satisfactorily resolved and the issues are no longer considered to be a serious problem.
- Continuation of Probation for an additional specified period of time, and a redefining of the problems and procedures to be followed below:

Premature dismissal – temporary suspension:

- If the GMEC believes that the retention of a Resident would jeopardize patient care or welfare, or that the Resident would jeopardize patient care or welfare, or that the Resident should not be permitted to continue with his/her responsibilities for some other reason, the Resident can be temporarily suspended at once. The Resident may then appeal, at his/her discretion, to the GMEC, pursuant to the above procedures. Such a temporary suspension may also follow a probationary period during which the Resident has failed to bring up his/her performance to satisfactory standards.
- The decision to discharge a Resident in the middle of the year must be agreed by a majority vote of at least 2/3 of the members of the GMEC. The minutes of the GMEC will serve as a means of the action undertaken.

- Under usual circumstances, the decision to prematurely dismiss a Resident will be taken after the Resident had been on probation. Under unusual circumstances, the Program Director may feel that an abrupt decision necessitating premature dismissal of a Resident should be carried out without awaiting the normal probation process. Under these circumstances, the Resident should be assigned a role which removes him or her from any responsibility for direct patient care, until the case can be heard by the GMEC. The Resident will thus be considered to be temporarily suspended, pending completion of the grievance procedure.
- The recommendation of the Program Director not to renew the Appointment of a Resident must take place no later than March 1st (or eight months after the start of the program) of the Academic Year. Failure to inform the Resident of such a recommendation by that date must be treated as a premature dismissal.
- If the primary reason(s) for the non-renewal or non-promotion occurs within the four months prior to the end of the agreement, the Program will provide the resident(s) with as much written notice of the intent not to renew or not to promote as circumstances will reasonably allow, prior to the end of the agreement.
- In the event that the GMEC considers termination of an appointment in the middle of the year or non-renewal of the year-to-year contract, it shall ensure that the above procedures include a notice and an opportunity to refute charges, take place prior to and during any decision-making meeting or meetings.

### **Withholding of Approval to Take Internal Medicine Boards**

The withholding of approval to take internal medicine boards could result from the nature and/or frequency of the Resident having received less than satisfactory regular period evaluations.

The Resident must be afforded an opportunity to grieve this action to the GMEC.

### **Resident Grievance**

Grievances of the Resident must be presented to the Program Director. In instances where the grievance(s) is/are not satisfactorily resolved, the Resident must be informed by the Program Director of his/her right to present the issue(s) to the GMEC. In the case where the matter remains unresolved at the level of the GMEC, the DIO (as representative of the GMEC) will present the conflict to the hospital VPMA. The judgement of the GMEC will be reviewed by the VPMA before determining if further action is necessary.

### **Time Frame for Presenting Grievances to the GMEC**

Grievances may be brought to the GMEC at any time. However, delays of more than two weeks after an action is taken may interfere with the ability to remedy certain adverse actions.

### **Nondiscrimination**

Allina (ANW) will not discriminate against any employee or applicant for employment on the basis of any legally protected classification such as race, color, creed, religion, national origin, gender sexual orientation, disability, age, marital or family status, covered veteran status or status with regard to public assistance.

This commitment applies to all employment practices including, but not limited to hiring, promotion, demotion, transfer, recruitment, advertising, selection, layoff, corrective action, termination, recreational activities, rates of pay or other forms of compensation and selection for training.

### **Residency Closure/Reduction**

If the Abbott Northwestern Internal Medicine Residency Program (ANW) reduces the size of its residency program, affected residents will be notified as soon as possible; ANW will make every effort within budgetary constraints to allow existing residents to complete their education. In the unlikely event that existing residents are displaced by a program closure or reduction, ANW will make every effort to assist the residents in locating another resident program where they can continue their education.

## Miscellaneous

This Agreement may be modified only by the mutual written agreement of the Parties hereto.

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

The Resident hereby authorizes and consents to the release of information by the Program Director, or other physicians involved with Program evaluation of the Resident to other hospitals, teaching programs, medical associations, medical staffs, certification boards or other entities or persons seeking to evaluate the Resident's professional qualifications, and hereby releases such respondent from any and all liability, cost and expense related thereof provided the release of information is done in good faith and without malice. The Resident shall indemnify and hold harmless Abbott Northwestern Hospital, the Program Director of Medical Education, and all other physicians and Abbott Northwestern Hospital employees and personnel for any damages, expenses and attorney's fees arising from any claims brought by the resident in relation to the release of information performed in accordance with this Agreement.

This arrangement, along with all other agreements between Allina and Resident, or any of Resident's immediate family members, will be included in a master list that is maintained and updated centrally by the Allina Law Department.

If, as determined by agreement of the parties' counsel, or, if the parties' counsel cannot agree, by a nationally recognized law firm with expertise in health care regulation jointly selected by the parties, any provision of this Agreement violates any applicable federal or state statute, rule, regulation, or administrative or judicial decision (collectively, the "Law"), then either party may give notice to the other to amend this Agreement solely to comply with the Law and the parties will negotiate in good faith with respect thereto. If they cannot agree on the terms and conditions of any such amendment within 15 days after such notice is given, then either party may terminate this Agreement immediately upon notice to the other without further liability, but, if the implementation of the Law is stayed, the right to amend or terminate the Agreement will also be stayed for the same period of time.

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David Joos  
President, Abbott Northwestern Hospital

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Date

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David M. Tierney, MD  
Program Director

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Date

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First Year Resident

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Date