

RESIDENT CONTRACT

THIS AGREEMENT, made on August 26, 2003, between **NEWARK BETH ISRAEL MEDICAL CENTER, Newark, New Jersey**, hereinafter referred to as the Medical Center, and _____, residing at _____, hereinafter referred to as "Resident". The Medical Center and Resident agree as follows:

1. TERM OF RESIDENCY.

1.1. The Resident accepts an appointment in the **OBSTETRICS & GYNECOLOGY** program level **PGY I**, commencing on _____, 2003 and terminating on _____, 2004, unless terminated earlier pursuant to the terms of this agreement.

2. RESIDENT RESPONSIBILITIES.

2.1. Prior to the commencement of this agreement, the Resident shall have satisfied all requirements for acceptance into an approved residency program as defined by the Accreditation Council for Graduate Medical Education in the current "Directory of Residency Training Programs-Essentials of Accredited Residencies" and if a foreign citizen the Resident must possess an immigrant visa or be eligible for an exchange visitors visa. The Resident shall submit the Resident's medical school diploma on or before the first day of employment and the Medical Center shall make a photocopy thereof. All Residents initially employed at the Medical Center, who are graduates of medical schools not accredited by the Liaison Committee on Medical Education, or American Osteopathic Association will be required to provide documentation on having passed the USMLE and a valid ECFMG certificate on or before the date this contract is signed.

2.3. Board of Medical Examiners Regulation N.J.A.C. 13:35 Post Graduate Training Rule. If the Resident is unable to fulfill the requirements for a residency registration or permit set forth by the New Jersey State Board of Medical Examiners, this agreement shall be null and void.

2.4. Resident shall develop a personal program of learning to foster continued professional growth with guidance from the teaching staff.

2.5. The Resident shall participate in safe, effective and compassionate patient care under supervision, commensurate with the level of advancement and responsibility as determined by the teaching staff.

2.6. The Resident shall participate fully in the educational and scholarly activities of the program and, as required, assume responsibility for teaching and supervision of other residents and students.

2.7. The Resident shall adhere to established practices, procedures and policies of the Medical Center, and shall comply with standard operating procedures of the Department to which the Resident is assigned, as amended from time to time.

2.8. The Resident shall participate in Medical Center and Departmental committees whose actions affect education and patient care activities.

2.9. Participate in an educational program regarding Physician impairment including substance abuse.

2.10. As soon as eligible, the Resident shall obtain a license to practice medicine in the State of New Jersey and shall obtain narcotics numbers from the state and federal governments. Prior to eligibility for licensure, PGY 1 Residents must register and PGY 2 and above must apply for a permit from the State Board of Medical Examiners within the time limits established by the State Board of Medical Examiners. (See the Housestaff Manual for an explanation of the permit requirements).

2.11. The Resident shall maintain medical records in compliance with the Policies and Procedures of the Department of Medical Education of the Medical Center hereinafter referred to as the "Housestaff Manual"). Failure to do so shall result in corrective action as set forth in the Policy and Procedure Manual.

2.12. The Resident shall comply with the guidelines of the "Directory of Residency Training Program Essentials of Accredited Residencies. "

2.13. The Resident shall maintain a professional attitude in the Resident's conduct toward students, other residents and staff members of the Medical Center. Unprofessional, disruptive or harassing (including sexual) conduct will not be tolerated by the Medical Center on the part of any employee. (See policy on sexual harassment in the Housestaff Manual)

2.14. The Resident shall in all other respects comply with the Policy and Procedure Manual, as amended from time to time.

2.15. The Resident shall perform such other duties as may be required by the teaching staff, the Program Director or the Director of Medical Education.

2.16. The resident must maintain certification in Basic Life Support, and either Advanced Cardiac Life Support or Pediatric Advanced Life Support as required by the specific program.

3. MEDICAL CENTER RESPONSIBILITIES.

3.1. The Medical Center shall develop and operate a teaching program which meets the requirements of accrediting agencies, which will include supervision by the teaching staff, graded levels of responsibility in patient care and participation in departmental teaching conferences and scholarly activity opportunities sufficient to demonstrate competence in Patient Care, Medical Knowledge, Practice Based Learning, Interpersonal Skills and Communication, Professionalism and Systems Based Practice.

3.2 At program level PGY I, the gross annual salary payable by the Medical Center to The Resident shall be \$39,000.00, subject to any change in the Resident Salary Schedule adopted by the Medical Center prior to or during the term of this agreement. Such salary shall be paid every two weeks pursuant to the Medical Center's standard policies for payment of employees. Deductions for federal and state withholding taxes, FICA (Social Security), and temporary disability insurance, and all other withholding required by law, shall be made from the gross salary, along with such other deductions as the Resident may agree to from time to time.

3.3 The Medical Center will maintain standard health insurance, dental insurance and prescription plans for its employees, and residents may participate in such plans subject to the policies of the Medical Center. Residents will be provided with disability insurance subject to the terms and conditions of such policy.

3.4. The Resident will participate in the standard group life insurance and accidental death and dismemberment insurance provided by the Medical Center to its employees, subject to Medical Center policies.

3.5. Professional liability insurance will be provided under the Medical Center's policy without charge to the Resident covering patient care provided in the course of the residency program, subject to the terms and conditions of such policy. Such coverage will provide legal defense and protection against awards from claims reported or filed after completion of the program if the alleged acts or omissions of the resident is within the scope of the program. Policy details can be found in the house staff manual.

3.6. Sick time of twelve (12) days annually will be provided during the term of this contract to the Resident. Once all sick time has been used, additional time off for illness must be taken from available vacation time. The Resident may be eligible for temporary disability insurance benefits if he/she is temporarily disabled. Time off, beyond that allotted for sickness and vacation, will not be permitted unless a formal leave of absence has been approved in writing by the Program Director. Sick leave may require physician verification to be credited to sick time as opposed to vacation time. Sick leave may not accrue from year to year. Residents may be required to make up sick and/or vacation days in order to meet requirements for Board eligibility. (See the Housestaff Manual for more information). Parental leave for maternity, paternity, and adoption is provided as specified in the Housestaff Manual.

3.7. A leave of absence may be requested pursuant to the Housestaff Manual. Leaves of absence are unpaid. The Resident's ability to return to the program following a leave of absence is not guaranteed and will depend upon factors such as position availability, funding and similar considerations. The effect of a Leave of Absence on the residents ability to complete the program can be found in the Housestaff Manual.

3.8. The Resident will be provided professional leave as specified in the Housestaff Manual.

3.9. Vacation time will be provided to the Resident during the term of this contract: The duration of vacation is 4 weeks (20 working days) at all levels. Residents may be required to make up sick and/or vacation days in order to meet requirements for Board eligibility (See the Housestaff Manual for more information). Unused vacation time does not accrue from year to year.

3.10. The resident is provided with 4 personal days per year. Unused personal days do not accrue from year to year.

3.11. The Resident will be provided with a meal allowance in accordance with the Policy and Procedure Manual.

3.12. The Resident will be provided with appropriate sleeping quarters, when on duty or on-call.

3.13 The Resident will be provided with laundry service for any special uniforms (such as scrub suits) required by the Medical Center for sterile procedures.

3.14 Counseling- The resident will be provided with access to appropriate and confidential counseling, medical and psychological support services.

4. CONDITIONS OF RE-APPOINTMENT

4.1 Residents will be re-appointed to the subsequent PGY level upon demonstration of terms outlined in the Policy for Resident Promotion in the Housestaff Manual.

4.2 If the department decides to renew this agreement and the Resident does not sign an agreement to renew within fourteen (14) days of an offer to renew. The Department shall not be obligated to employ the Resident and may employ a replacement resident.

4.3 The Medical Center may decide not to renew this agreement with or without causes upon giving the Resident six and one half months notice prior to the expiration of this agreement (December 15 for contracts terminating June 30). The Program Director will be responsible for notifying the Resident in the event the Medical Center decides not to renew the agreement under this provision. In the event the Department remains undecided whether to renew six and one half months prior to the termination of this agreement, the Program Director shall give notice of this fact to the Resident and shall indicate a date by which a decision will be reached which shall be at least three months prior to the expiration of this agreement. While the department remains undecided, the Resident may seek other residency opportunities. Residents may implement the institution's "Appeal of termination or Non-Renewal" procedure (6.1) if they have receive notice of intent not to renew. In the event that the primary decision for non-renewal occurs within 5 _ months prior to end of contract, the resident will receive written notice of the intent not to renew as early as circumstances will reasonably allow.

4.4 TERMINATION.

The Medical Center may terminate or not renew this agreement at any time for cause. Cause shall be defined to include the Resident's unsatisfactory performance, nonperformance or inability to perform the obligations pursuant to this agreement. The Medical Center may also terminate this agreement pursuant to the Medical Center's physician impairment and substance abuse policy and procedure if applicable, and such termination due to impairment shall not be subject to any of the appeal rights otherwise provided pursuant to this agreement. The Resident shall be informed by the Program Director in writing of the decision to terminate and the reason(s) therefore. The resident may implement the appeal of termination procedure upon receipt of a termination notice.

5. GRIEVANCE

5.1. A grievance is any dispute that may arise regarding the fulfillment of this contract by the Resident or the Program Director which does not result in termination or non-renewal of the Resident, including academic or other disciplinary actions that could threaten the residents' intended career development, or concerning residents complaints related to work environment or issues related to the program or faculty.

5.2. Grievances must first be addressed by a conference between the Resident, his/her Chief Resident and his/her Program Director.

5.3 If the grievance remains unresolved following a conference by these individuals, then the Resident may request the Director of Medical Education to review the grievance. To request such a review, the Resident must submit a written statement of the dispute to the Director of Medical Education within fourteen (14) calendar days after the conference provided for by paragraph 7.2.

5.4. The Director of Medical Education shall schedule a meeting with the Resident and the Program Director as soon as is practicable, but in no event later than fourteen (14) calendar days after receiving the Resident's written request. The Resident and/or the Program Director may submit additional written statements and other documentation to the Director of Medical Education prior to such meeting. The Director of Medical Education shall have the opportunity to direct questions to both the Program Director and the Resident. Neither the Resident nor the Program Director shall be represented by an attorney or any other party. Minutes of the meeting shall be kept by the Director of Medical Education. The Resident and the Program Director shall be notified in writing of the Director of Medical Education's decision, which shall be made no later than seven (7) days after the meeting at which the grievance is presented.

5.5. Either party may appeal the decision of the Director of Medical Education to the Medical Education Committee by submitting a written request to the Director of Medical Education within seven (7) calendar days of receipt of the decision being appealed. The Director of Medical Education shall schedule a meeting of the Medical Education Committee as soon as practicable, but in no event later than fourteen (14) calendar days after receiving the Resident's written request. For purposes of such an appeal, the Medical Education Committee shall be chaired by the Program Director of a clinical department other than the clinical department supervising the Resident's program. The Resident, the Resident Program Director and at least one other faculty from the Resident's program must be present at the meeting of the Medical Education Committee, but shall not be present for the deliberations and vote of the committee, including the deliberations and vote to determine who shall chair the meeting. Failure of the Resident to attend the meeting of the Medical Education Committee will be construed as a withdrawal of the appeal. The Director of Medical Education may not be present at the deliberations, and shall not have a vote.

5.6 The Resident and/or the Program Director may submit a written statement to the Medical Education Committee prior to such meeting and may also submit other written documentation in support of their positions at the meeting. The Resident and/or the Program Director may bring witnesses to the meeting. The Committee members shall have the opportunity to direct questions to the Program Director, the Resident and any of the witnesses. The Resident may have legal counsel present to assist and advise the Resident in his/her presentation, but the attorney may not participate directly in the meeting or address the Committee. The Program Director may be represented by the Medical Center's attorney at the meeting to assist and advise the Program Director in his/her presentation but the attorney may not participate directly in the meeting or address the Committee. Minutes of the meeting shall be kept. A quorum shall consist of at least three Resident members of the Committee and at least three Program Directors (excluding the Resident and Program Director involved in the dispute). All decisions must be by a majority vote, and a tie vote will be broken by the chair of the meeting, who shall not otherwise have a vote.

5.7 The decision of the Medical Education Committee shall be final and binding on the Medical Center, the Program Director and the Resident. The Medical Center and the Resident agree that the procedures set forth in this section 6 shall be the sole and exclusive procedures, recourse and remedy available to the Resident against the Medical Center for its decision and there shall be no judicial review of such decision.

6. APPEAL OF TERMINATION OR NON-RENEWAL

6.1. In the event the Medical Center decides to terminate this contract for cause as set forth in paragraph 4.4. herein, (except for a termination under the substance abuse policy), the Resident shall be given written notice of the decision to terminate and the reasons therefore at least twenty one (21) calendar days before the effective date of the termination.

6.2. In the event the Medical Center decides not to renew this contract for cause as set forth in paragraph 4.3 herein, (except for a termination under the substance abuse policy), the Resident shall be given written notice of the decision to not renew and the reasons therefore no later than December 15th of the contracting year.

6.3. Upon receipt of a notice to terminate or not renew for cause, the Resident may be placed on a non-patient care rotation. The Resident may appeal the decision to terminate or not renew to the Medical Education Committee by submitting a written request to the Director of Medical Education within seven calendar days of receipt of the decision being appealed. The Director of Medical Education shall schedule a meeting of the Medical Education Committee as soon as practicable, but in no event later than fourteen (14) calendar days after receiving the Resident's written request. At the request of the Resident, prior to the meeting with the Medical Education Committee, the Medical Center shall make available to the Resident at the Resident's expense, all relevant data that it relied upon in making its decision to terminate or not renew.

6.4. The Resident, the Resident's Program Director and at least one other faculty from the Resident's program, must be present at the meeting of the Medical Education Committee, but shall not be present for the deliberations and vote of the committee. Failure of the Resident to attend the meeting of the Medical Education Committee will be construed as a withdrawal of the appeal.

6.5. The Resident and/or the Program Director may submit a written statement to the Medical Education Committee prior to such meeting and may also submit other written documentation in support of their positions at the meeting. The Resident and/or the Program Director may bring witnesses to the meeting. The Committee members shall have the opportunity to direct questions to the Program Director, the Resident and any of the witnesses. The Resident, Program Director and Committee may have legal counsel attend the meeting and introduce evidence to the Committee. Minutes of the meeting shall be kept. A quorum shall consist of at least three Resident members of the Committee and at least three Program Directors (excluding the Resident and Program Director involved in the dispute). All decisions must be by a majority vote, a tie vote will be broken by the Director of Medical Education, who shall not otherwise have a vote.

6.6. The Resident may appeal the decision of the Medical Education Committee to the Executive Director of the Medical Center by submitting a written request within seven calendar days of receipt of the written decision being appealed. The Executive Director shall review the decision of the Medical Education Committee within fourteen (14) days of receipt of the written request, with respect to the decision to not renew. Neither the Resident nor the Program Director shall present witnesses or any additional written documentation in support of their positions. All written information submitted to the Medical Education Committee shall be considered by the Executive Director, as well as the minutes of the meeting of the Medical Education Committee.

6.7. The decision of the Executive Director shall be final and binding on the Medical Center, the Program Director and the Resident. The Medical Center and the Resident agree that the procedures set forth in this section 7 shall be the sole and exclusive procedures, recourse and remedy available to the Resident against the Medical Center for its decision and there shall be no judicial review of such decision. The Resident shall have full pay and benefits but shall remain on a non-patient care rotation until the Appeals process is complete

7. DUTY HOURS Resident will be subject to the Duty Hours regulations as described in the ACGME common requirements and found in the Housestaff Manual.

8. EXTRAMURAL EMPLOYMENT.(Moonlighting)

8.1 The Institution's policy on Extramural Employment (Moonlighting) is contained in the Housestaff Manual. No resident may be required to moonlight.

9. CERTIFICATION OF TRAINING.

9.1. Residents satisfactorily completing one or more years at the Medical Center shall receive formal certification of residency training for each full year of residency completed. Any statement by the Medical Center certifying completion of the program in which the Resident is enrolled will be contingent upon the Resident having, on or before the date of termination or expiration of the agreement, returned all Medical Center property, such as books, equipment and uniform; completed all records; and settled all professional and financial obligations.

10. MISCELLANEOUS PROVISIONS.

10.1. This agreement is personal to the Resident and may not be assigned without the Medical Center's consent and any such attempted or purported assignment without consent shall be null and void from its inception and without force and effect.

10.2 This agreement shall be deemed to have been made and shall be constructed and interpreted in accordance with the laws of the State of New Jersey.

10.3. This agreement constitutes the entire understanding and agreement among the parties and may not be modified without written agreement of the parties.

10.4. Captions contained in this agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this agreement or any provisions hereof.

10.5. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement or the application or such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

10.6. No waiver by any party of any breach or default shall constitute a waiver of any other or subsequent breach or default under this agreement.

10.7. The Medical Center's policy on residency reduction or closure can be found in the Housestaff Manual.

10.8 The Medical Center's policy on resident impairment can be found in Housestaff Manual.

10.9 RESTRICTIVE COVENANT- No resident may be required to sign a non-competition guarantee.

SAMPLE FOR NEWARK BEETH ISRAEL MEDICAL CENTER

DATE _____ BY: _____
DATE _____ PROGRAM DIRECTOR

DATE _____ WITNESS DATE _____ BY: _____
DATE _____ WITNESS JOSHUA ROSENBLATT MD
DATE _____ WITNESS DIRECTOR MEDICAL EDUCATION