

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ between St. Joseph's University Medical Center, 703 Main Street, Paterson, New Jersey 07503 (hereinafter the "Hospital") and, **Resident** SS# \_\_\_\_\_ residing at **Address** hereinafter the "Resident").

**1. APPOINTMENT.** The Hospital hereby appoints the Resident and the Resident hereby accepts appointment for the term of the Agreement as a post graduate year trainee level **PGY-X** in the Department of **Department**.

The Hospital agrees to provide the Resident with an educational program accredited by the Accreditation Council for Graduate Medical Education (ACGME), or the American Dental Commission on Dental Accreditation (ADA) and meets the requirements to be eligible to take specialty Board examinations. In connection with that Program, the Hospital agrees to make its facilities and teaching materials available to the Resident during the term of this Agreement.

**2. TERM.** The appointment of the Resident to the postgraduate year training position in the Program shall be for one (1) year commencing on **July 1, 2024** and terminating on **June 30, 2025**.

**3. ANNUAL STIPEND AND BENEFITS.** The Hospital hereby agrees to provide the Resident with an annual stipend of \$\_\_\_\_\_ payable biweekly, in accordance with the Hospital's usual payroll practices for its employees. Such payments shall be subject to all usual deductions for Federal and State withholding taxes, Federal Insurance Contribution Act (social security), temporary disability insurance and any other deductions as the Resident may agree to from time to time. In addition, the Hospital agrees to provide the Resident with the following fringe benefits and amenities:

a. Four (4) weeks of customary work days of paid vacation during the one (1) year term of this Agreement, unless the particular residency program in which the Resident is enrolled is limited to less by its specialty board. Timing of vacations must be arranged in advance with the written approval of the Chairman/Program Director, consistent with the departmental Policy of the particular residency program.

b. Health and Hospital Insurance, and Dental Plan coverage for resident and eligible dependents per the terms and co-payments of the Hospital's insurance plans beginning on the contract commencement date.

c. Long Term Disability Insurance in accordance with the Hospital's policy.

d. Life insurance coverage equal to twice the Resident's annual salary.

e. Workers' Compensation benefits are provided by the Hospital in accordance with applicable State Law, for disabilities resulting from activities which are part of the educational program.

f. Counseling: resident stress will be monitored and addressed by the Program Faculty and/or Director of Medical Education. The Resident may access appropriate and confidential counseling, medical and psychological support services.

g. Physician Impairment and Substance Abuse: instances wherein physician impairment is suspected or documented will be addressed in accordance with the hospital's policy. (**Attachment "A"**).

h. Professional Liability Insurance (claims made plus) under the Hospital's general malpractice insurance policy, with liability limits of \$1,000,000/3,000,000. Such insurance shall cover all activities directly related to the Resident's program of study. The Resident agrees to fully cooperate with the Hospital's insurance carrier in handling any professional liability claims made against him/her or the Hospital in connection with the Program. (**Attachment "B"**).

i. Appropriate sleeping quarters while on call.

j. Lab coats issued annually; four the first year and two per year thereafter. It is the responsibility of the Resident to maintain and launder lab coats.

k. Access to food services when on call.

l. Leave time for educational activities, conferences and professional activities that are approved in advance by the Chairman/Program Director.

m. Leaves of Absence (**Attachment "C"**).

n. Twelve (12) paid sick days during the one (1) year term of this Agreement, unless the particular residency program in which the Resident is enrolled is limited to less by its specialty board. Absences for sick leave in excess of that amount of time, depending upon the particular circumstances, must be taken from accumulated sick time from prior years (if any) or vacation time, or made up at the conclusion of the term of this Agreement, before a Certificate certifying completion of the Program will be issued.

o. Leave of Absence: may be requested in writing and may be awarded at the discretion of the Chairman/Program Director. All leaves, regardless of type, represent time lost from structured programs and are a significant consideration for eventual specialty board eligibility and certification. Each program will review with the trainee the implications of leave in the context of satisfying all the necessary training experience.

p. Sexual Harassment: it is the policy of the Hospital that all employees should be free from sexual harassment. Potential or perceived violations of the policy should be reported in accordance with established procedures (**Attachment "D"**).

q. Disability Accommodation policy & procedure (**Attachment "E"**)

All of the compensation and benefits paid and provided to the Resident during the one (1) year of this Agreement, as set forth herein, shall continue in full force and effect while the Resident is on a rotation away from the Hospital.

**4. OBLIGATIONS OF THE RESIDENT.** The Resident agrees to devote his/her full and undivided professional time to the service of the Hospital during the one (1) year of this Agreement, and agrees not to accept employment or provide services outside of the Hospital, other than in an emergency situation, without the prior written consent of his/her Chairman/Program Director. In no event, however, will such outside activities be approved if they interfere with the Resident's responsibilities in connection with the Program and, in any event, such activities will only be approved with the understanding that the Hospital's professional liability insurance will not cover such extramural employment or activities. **Please note: moonlighting hours must be included in the 80-hour limit.**

The Resident represents that he/she has satisfied all of the requirements for acceptance into an approved residency program as defined by the ACGME as delineated in the "Essentials for Accredited Residencies in Graduate Medical Education". If a foreign citizen, the Resident agrees that prior to the Commencement of this Agreement, he/she shall obtain and possess all required visas and, if a foreign medical graduate, an ECFMG Certificate or its equivalent, and he/she shall meet New Jersey permit/licensure requirements for physicians in training. The Resident is required to be AHA certified in BLS and ACLS prior to the start of residency.

The Resident represents that he/she has successfully completed Steps 1 and 2 of the USMLE (United States Medical Licensing Exam), or the COMLEX if an osteopathic physician. If the Resident is entering into his/her third (or subsequent) year of residency, the Resident represents that he/she has successfully completed Step 3 of the USMLE (or the COMLEX 3 if an osteopathic physician). Failure to have successfully completed the USMLE or COMLEX, as represented above, shall be cause for dismissal from the program.

During the term of this Agreement, the Resident agrees to fulfill the educational requirements of the Program and accepts the obligation to use his/her best efforts to provide safe, effective compassionate patient care as assigned or required under the circumstances and as delineated in the "Essentials of Accredited Residencies in Graduate Medical Education" and the standards of the ACGME, or the ADA. During the Program, the Resident agrees to develop a personal program of self-study and professional growth with the guidance of the teaching staff of the Program. The Resident will 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. The Resident agrees to participate fully in the educational activities of the Program and as required, assume responsibility for teaching and supervising other residents and students to advance their professional level and training as appropriate and required. The Resident also agrees to participate in institutional programs and activities of the Hospital, including the medical staff, and adhere to established practices and procedures and policies of the Hospital, including but not limited to timely completion of medical records and discharge summaries. If permitted or required in connection with the Program, the Resident agrees to accept rotation assignments to other hospitals and institutions as part of the Program. Information related to eligibility for specialty board examinations can be found at <http://www.abms.org/member-boards/contact-an-abms-member-board/>.

As the position of resident involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the competence of the resident is evaluated on a regular basis. The Chairman/Program Director shall evaluate the Resident for evidence of progressive scholarship and professional growth as demonstrated by his/her ability to assume graded and increasing responsibility for patient care. The Chairman/Director will maintain a **confidential record of the evaluation, and said evaluation will be considered by the Chairman/Program Director when making recommendations as to annual reappointment or promotion in the Training Program. Unsatisfactory performance may lead to probation or non-renewal of appointment or promotion.**

The Resident agrees to observe the general rules and regulations for residents, as adopted from time to time by the Hospital, and agrees to adhere to all rules and regulations of his/her particular department and to follow all policies, procedures, bylaws, rules and regulations adopted from time to time by the Hospital. The Resident shall also comply with all laws, regulations and policies to which the Hospital is subject.

The Resident agrees to abide by the Grievance Procedure (**Attachment "F"**).

**5. Clinical and Educational Work (duty hours)** are defined as all clinical and academic activities related to the residency program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Clinical and educational work hours do not include reading and preparation time spent away from the duty site. Clinical and educational work hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities, clinical work done from home, and all moonlighting. Residents should have eight hours off between scheduled clinical work and education periods. Residents must have at least 14 hours free of clinical work and education after 24 hours of in-house call. Residents must be scheduled for a minimum of 1 day in 7 free from clinical work and required education (when averaged over four weeks). At-home call cannot be assigned on these free days. Clinical and educational work periods for residents must not exceed 24 hours of continuous scheduled clinical assignments. Up to four hours of additional time may be used for activities related to patient safety, such as providing effective transitions of care, and/or resident education. Additional patient care responsibilities must not be assigned to a resident during this time.

**On-Call Activities** provide residents with continuity of patient care experiences throughout a 24-hour period. In-house night-float must occur within the context of the 80-hour and one-day-off-in-seven requirements. Residents must be scheduled for in-house call no more frequently than every third night (when averaged over a four week period). Time spent on patient care activities by residents on at-home call must count toward the 80-hour maximum weekly limit. The frequency of at-home call is not subject to the every-third night limitation, but must satisfy the requirement for one day in seven free of clinical work and education, when averaged over four weeks. Residents are permitted to return to the hospital while on at-home call to provide direct care for new or established patients. These hours of inpatient patient care must be included in the 80-hour maximum weekly requirement. (**Attachment "G"**).

**6. TERMINATIONS AND NON-RENEWAL.** The Hospital may terminate this Agreement for cause, which shall be deemed to include unacceptable background check, incompetence, negligence, inefficiency, failure to progress in knowledge or performance, detrimental to patient safety or a moral cause on the part of the Resident. Termination for cause shall be made upon the recommendation of the Chairman/Program Director and/or the Senior Vice President for Medical Affairs or the Chief Executive Officer of the Hospital by giving the Resident not less than fourteen (14) days prior written notice or, in lieu of such notice, fourteen (14) days severance pay. **Residents are advised that they have the right to initiate the House Staff Grievance Procedure if they are not reappointed or promoted, "Attachment F"**. In the event that the Hospital has provided or arranged for use of living accommodations for the Resident during the term of the Agreement, that lease shall immediately terminate upon the termination of this Agreement by the Hospital for cause.

If either the Hospital or the Resident does not intend to renew this Agreement for a subsequent year prior to the completion of the residency Program in which the Resident is enrolled, that party shall provide written notice to the other party of his/her or its **intention not to renew. This should occur not less than four (4) months prior to the expiration of the term of this Agreement.** However, if the Resident has been placed under probation and so notified, the decision by the Hospital whether or not to renew may be deferred until probation is lifted. For each renewal term, the Hospital and the Resident shall execute a new contract or renew this Agreement for the additional term in writing.

**7. CERTIFICATES.** Upon the Resident's completion of one or more years of training at the Hospital in connection with the residency Program, the Hospital shall issue a formal certificate of residency training. Issuance of a certificate indicating completion of the residency Program to the Resident will be contingent upon the Resident having returned, on or before the date of completion of the residency Program, all Hospital property, such as books and equipment, completion of all records for which the Resident is responsible, and settlement of all professional and financial obligations.

**8. MISCELLANEOUS.** The failure to exercise any right or demand performance of any obligation under this Agreement shall not be deemed a waiver of such right or obligation. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof. Any modification or amendment of this Agreement shall be in writing and signed by the Resident and the Chief Executive Officer of the Hospital. The Resident may not assign this Agreement. As used in this Agreement, words importing a particular gender mean and include the other gender and words importing a singular number mean and include the plural number and vice versa, unless the context clearly indicates to the contrary. The laws of the State of New Jersey shall govern this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date first above written.

**RESIDENT**

**ST. JOSEPH'S UNIVERSITY MEDICAL CENTER.**

by \_\_\_\_\_

by \_\_\_\_\_

Print Name: \_\_\_\_\_

**Otto Sabando, DO  
Designated Institutional Official  
Director of Medical Education**

By \_\_\_\_\_  
**Department Chairman**