

Rutgers University
New Jersey Medical School Affiliated Graduate Medical Education Programs

This agreement is made this _____ day of _____ in the year _____ at the city/town of _____ County of _____ in the State of New Jersey.

BY and BETWEEN: The Rutgers University - New Jersey _____ School (*Hereinafter referred to as the "University"*), and _____ (*Hereinafter referred to as the "Resident"*).

In consideration of the mutual promises, covenants and agreements hereinafter contained, the parties do hereby agree that the provisions of the agreement between the Rutgers University and the Committee for Interns and Residents (CIR) and requirements set forth by the accrediting agencies shall be and are hereby incorporated by reference specifically as it applies to salary, benefits, leaves, vacations, holidays, discipline, and all other terms and conditions of employment. The parties further agree as follows:

1. The University agrees to provide a graduate medical educational (GME) program approved by one of the following:
 - Accreditation Council for Graduate Medical Education (ACGME)
 - Council on Podiatric Medical Education (CPME)
 - Committee on Postdoctoral Training of the American Osteopathic Association (AOA)
 - Commission of Dental Education of the American Dental Association (ADA)
2. The University agrees to appoint _____ to the position of _____ year Resident in the _____ Program in the Department of _____.
3. This agreement is contingent upon the full compliance with the terms and conditions as stated in the University Policy on Graduate Medical, Dental & Podiatry Education (00-01-20-87:00) which defines the appointment process, advancement requirements and licensure requirements for Resident (Exhibit I). This exhibit is incorporated herein and made a part of this Contractual Agreement. **The Resident agrees that this agreement is contingent upon Rutgers University's receipt of a consumer report or investigative report, as those terms are defined in the Federal Fair Credit Reporting Act, deemed favorable by Rutgers University.**
4. The term of this Agreement shall be for period of one year commencing _____ and ending _____, unless terminated earlier pursuant to the terms of the Agreement or the terms of the CIR Agreement.
5. The annual salary shall be \$ _____; the salary for a PGY-_____. Resident shall receive a paycheck from the _____ Payroll.
6. The annual Chief Resident supplement shall be \$ _____ (*if applicable*).
7. Health Insurance: Hospitalization and Major Medical insurance for individual and immediate family shall be provided through various plans offered by the New Jersey State Health Benefits program and shall be effective the first day of the month following two months of employment (Health Insurance coverage is not automatic; Residents are personally responsible for completing the necessary enrollment forms). Temporary Health Insurance is available to all Residents during the 60-day waiting period by the Fringe Benefits Medical Coverage Plan (applications are available in the GME Office). Individual policies with the State Health Plan govern coverage for counseling, medical and psychological support services (See Article IX CIR Agreement and Exhibit II). Specific information regarding Residents' access to confidential counseling and psychological support services is outlined in the Rutgers University-NJMS GMEC Policy #008-001.
8. Benefit programs such as vacation, sick leave, personal leave, parental leave, family leave, disability insurance and other benefits shall be in accordance with the provisions of the agreement between Rutgers University and the CIR (See Article VI CIR Agreement and Exhibit II). The effect of leave of absence for any of these reasons on satisfying the criteria for completion of the residency program is determined by each program in accordance with specialty/subspecialty board requirements.
9. The University will make a good faith effort to continue the ACGME, ADA, AOA, or CPME specialty training programs to which a Resident is assigned. Within twenty (20) days of receipt of notice of non-accreditation or probation, the University shall make a good faith effort to notify all affected Residents of the decision/notice. Such notice shall be mailed or hand delivered to the affected Residents. In cases where programs are subject to closure because of non-accreditation or if the University decides to reduce the number of Resident positions in graduate medical education programs, the University will attempt to reduce the numbers over a period of time so that it will not affect the Resident currently in the program. If this is not possible, the University and the involved Program Director(s) will assist the affected Residents in obtaining another residency program position (see Rutgers University-NJMS GMEC Policy #007-002).
10. The University provides for professional liability coverage of Rutgers University Resident through a Program of Self-Insurance governed by the terms and provisions of the State of New Jersey Tort Claims Act, N.J.S.A.59: 1-1 et seq. Coverage is limited to activities arising within the scope of the authorized postgraduate training program. Coverage is continuous only for those incidents that occurred during the postgraduate training, even after termination of this contract. Coverage is not provided for acts or omissions arising from conduct or activities by an individual while in the employ of some entity or individual other than Rutgers University. **Coverage does not apply to moonlighting activities. Coverage does not apply to liability arising from crimes, actual malice, actual fraud or willful misconduct and, also, coverage does not apply to punitive damage and exemplary damages other than as is subject to the discretion of the Attorney General of the State of New Jersey.** Resident are obligated to cooperate fully with the University's Professional and General Liability Program of Self-Insurance as stipulated within the program's Blanket Information Policy Statement (available from the GME Office and/or from the Rutgers University -Risk and Claims Management Office) including, but not limited to the following requirements; (1) shall provide timely notification to their respective department chairperson and/or to Rutgers University -Risk and Claims Management of any covered act or medical incident or omission or circumstance, occurring on the University premises or at an affiliated or approved facility or rise to a claim, (2) shall provide immediate notification, to the extent practicable, to Rutgers University-Risk and Claims Management of every written notice of claim, demand, notice or summons or other process which they receive with respect to any prospective or actual claim or litigation; (3) shall sign a formal request for legal representation; (4) shall provide full cooperation with the University and the Attorney General in the defense of claims or litigation. A more complete description of coverage is available to all Resident in the form of the University's Program of Self-Insurance blanket Information Policy Statement included in Rutgers University Policy 00-01-90-60:03.
11. The University agrees to ensure grievance rights as set forth in the CIR Agreement for non-academic work-related matters (see Article XIII CIR Agreement). The University agrees to ensure an appeal process as set forth in the Rutgers University Policy 001-004 for academic matters.
12. The University agrees that the Program Director, with participation of program faculty, will at least semiannually evaluate the knowledge, skills, and professional growth of Resident. The results of this evaluation will be made known to the Resident, and the written records of the evaluation will be accessible to the Resident. An unsatisfactory Resident evaluation can result in required remedial activities, temporary suspension from duties, non-promotion to the next level of training or termination of employment and graduate medical education. A Resident can be terminated for unsatisfactory performance of duties as determined by supervising faculty or for failure to progress in medical knowledge and skills. Before termination is completed, the Resident will be provided with appeal rights as established by the respective school and department from which the training program emanates. A Resident can unilaterally terminate his/her appointment by written notice to the Program Director in accordance with procedures established by the CIR agreement. Stipend will be discontinued at the time of termination. University policies will determine the termination of health insurance and other benefits. Summary suspension of termination will result in the event that a Program Director has determined that a Resident poses imminent danger to patients and /or others. Upon such suspension or termination, the Resident will be provided with grievance rights as established by the respective school or department from which the training program emanates. Detailed information about grievance rights is found in the CIR contract and House Staff Manual
13. The University agrees to provide appropriate certification upon satisfactory completion of the education and training program.
14. The Resident agrees to perform duties as required by the Program Director and more specifically as outlined in the duties summarized in Exhibit III (Housestaff Responsibilities).
15. **The Resident agrees that this agreement is contingent upon Rutgers University's receipt of a consumer report or investigative report, as those terms are defined in the Federal Fair Credit Reporting Act, deemed favorable by Rutgers University.**

Resident Initials _____ Date _____

16. Resident shall be provided with uniforms and laundry service. Sleeping facilities and meals shall be provided to Residents on-call as per Article X and XVIII CIR agreement. The University does not have facilities available for housing on the Newark Campus.

17. Conditions for Reappointment are stated in Rutgers University Policy on Graduate Medical, Dental & Podiatry Education, Policy #00-01-20-87:00, Excluded Individuals and Entities, Policy #00-01-10-08:00. Rutgers University will not employ or enter into contracts with any individual or entity who is currently excluded by the Office of Inspector General (OIG) and/or the General Service Administration (GSA) from participation in Federal health care programs. Also, in the event that during the course of appointment, an individual becomes excluded by the OIG or SGA from participation in Federal health care programs, the individual's employment and/or contractual relationship shall be terminated. All Medical Residents will take and pass the USMLE III exam in order to proceed to PGY-3 of their training program, in conformance with University Policy #00-01-20-87:00. All Podiatry Residents must qualify for a New Jersey State Board of Medical Examiners training permit in order to proceed to PGY-2. All Dental Residents are required to have a New Jersey License, or must have a valid training permit plus a valid license in another jurisdiction in order to proceed to PGY-3.

18. The scope of practice shall be set by the Program Director and shall not exceed that established by state regulations, by the Board of Medical Examiners, and the New Jersey Board of Dentistry (see Exhibit III New Jersey Board of Medical Examiners regulation N.J.A.C. 13:35-1.3 and New Jersey State Board of Dentistry 13:30-1.1)

19. All PGY-1 Medical and Podiatric Residents must obtain a registration from the New Jersey State Board of Medical Examiners and all PGY-1 Dental Resident must obtain a training permit from the New Jersey Board of Dentistry prior to the effective date of this Agreement. **The Resident must comply with the University's credentials verification procedure. No Resident will be able to begin a training program or receive any other benefits under the agreement without having met these requirements:**

1. Documentation of identity and right to work.
2. Proof of compliance with immunization policy, and completion of pre-employment medical clearance.
3. Completion of the University's application for the appointment to the Resident, listing all information requested and returning the document in a timely manner **prior to the hiring date** so all information can be verified, including medical school and previous postgraduate training prior to beginning patient care responsibilities.
4. A valid registration, permit, or medical license, DEA and CDS numbers as appropriate prior to beginning any patient care responsibilities.

20. Rutgers University endorses without qualification the national policy of affirmative action and equal employment/educational opportunity and nondiscrimination in the provision of health and related services to the public. All decisions with regard to recruitment, hiring, promotions, and all other terms and conditions of employment; admissions and the administration of student services; delivering of health care services will be made without discrimination on grounds of race, color, creed or religion, sex, national origin, age, physical or mental handicap or disability, military status or other factors prohibited by law as outlined in Rutgers University Policy No 00-01-35-05:00. Specific information regarding Residents with disabilities is outlined in Rutgers University-NJMS Policy on Graduate Medical Education #008-004.

21. Rutgers University is committed to creating and maintaining a working and learning environment for all faculty, staff, and students that is free of objectionable, disrespectful, and harassing conduct or communication. The University prohibits sexual harassment and harassment on the basis of race, national origin, religion, disability, age, gender, sexual orientation and other impermissible factors in all educational, research, healthcare delivery and service components and has established procedures to address and resolve allegations of harassment as outlined in Rutgers University Policy No. 00-01-35-60:00.

22. Duty Hours: Programs must be committed to and responsible for promoting patient safety and Resident well-being, and to providing a supportive educational environment. Duty Hour assignments must recognize that faculty and Residents collectively have responsibility for the safety and welfare of patients. All residency programs of Rutgers University-NJMS must conform to the ACGME Duty Hour Standards, and all Residents shall abide by the ACGME Common Program and Specialty-Specific Requirement Duty Hour Standards (www.acgme.org), New Jersey State Law, and the Rutgers University-NJMS Duty Hours Policy #003-003.

23. The abuse of alcohol, legal and/or illicit drugs, and most mental disorders are treatable diseases which can adversely affect a Resident in his/her academic responsibilities and seriously impair patient care if not recognized and managed appropriately. Rutgers University is committed to the rehabilitation of all impaired individuals who have academic and patient care responsibilities, whenever possible, as outlined in University Policy 00-01-20-86:00 and Rutgers University-NJMS GMEC Policy #008-002.

24. Information relating to access to eligibility for certification by the relevant certifying board is provided by the department, or alternatively can be accessed through the American Board of Medical Specialties (www.abms.org) or through the specialty board _____.

25. The Resident is not required to sign a non-competitive guarantee. Rutgers University prohibits the creation and enforcement of any Restrictive Covenants as a condition of Resident participation in Graduate Medical Education Programs (Rutgers University-NJMS GMEC Policy 012-001).

The Resident Agrees and Accepts the following:

1. To comply with the rules and regulations of the Rutgers University, the Committee for Interns and Residents, New Jersey Medical School and New Jersey Dental School.
2. The appointment shall begin on the date set forth above.
3. Resident Responsibilities are defined by the University, the School, the Department Chair and/or Program Director. Residents are expected to:
 - a. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
 - b. Participate in safe, effective and compassionate patient care under supervision, commensurate with their level of advancement and responsibility.
 - c. Participate fully in the educational activities of their program and, as required, assume responsibility for teaching and supervision of other Residents and students.
 - d. Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the institutions.
 - e. Participate in institutional committees and councils, especially those that relate to patient care activities.
 - f. Apply cost containment measures in the provision of patient care.
 - g. Work in a constructive, cooperative, and professional manner with other health care professionals to further the University's goal to deliver quality health care to its patients.
 - h. Provide care to all patients assigned, regardless of diagnosis.
4. Any extramural employment shall be reported and must be approved in accordance with Rutgers University-NJMS GMEC Policy #003-001 and Rutgers University Policy #00-01-30-10:00 (Outside Employment) which governs outside employment prior to the commencement of the employment. Extramural employment shall not be covered by the University's professional liability insurance (Rutgers University Policy 00-01-90-60:03).
5. For Conditions & Rutgers University Policy on Grievance Procedures for Resident refer to article XIII CIR Agreement.
6. For Rutgers University Policy on Sexual Harassment See: Rutgers University Policy # 00-01-35-60:00.
7. For Rutgers University Policy on Closure/Reduction of Residency Programs refer to article VII.H of the CIR Agreement and Rutgers University-NJMS GMEC Policy #007-002.
8. Signify acceptance of this Agreement by signing below and returning all copies on or before _____.

By signing this agreement, the Resident Officer acknowledges that he/she has been given a copy of each of the relevant policies addressed in this agreement as well as a copy of the CIR contract that is also binding on all parties.

Signed by Resident _____ **Date:** _____

New Jersey Medical, Dental, Podiatric License Number: _____ Expiration: _____

Recommended by:
Program Director: _____ **Date:** _____

Approved by:
Associate Dean for Graduate Medical Education _____ **Date:** _____

Dean _____ **Date:** _____