

SAINT BARNABAS MEDICAL CENTER
DEPARTMENT OF GRADUATE MEDICAL EDUCATION

RESIDENT PHYSICIAN AGREEMENT

Between Saint Barnabas Medical Center, Livingston, New Jersey (hereinafter referred to as "Hospital"), and Dr. , hereinafter referred to as "Resident Physician") _____ .

Whereas, the Hospital desires to appoint the Resident Physician as PGY 1 – Obstetrics and Gynecology accredited by the Accreditation Council for Graduate Medical Education, and the Resident Physician desires to accept such position,

Now, therefore, in consideration of the premises hereinafter contained, the parties hereto agree as follows:

1. TERM. The Term of this agreement shall commence on July 1, 2005 and shall terminate on June 30, 2006.
2. COMPENSATION. The Hospital will pay the Resident Physician an annual salary of \$40,638 in equal successive weekly installments. Said annual salary includes compensation for coverage on Hospital Holidays.
3. NON-SALARY/NON-HOUSING ANNUAL COMPENSATION. In addition to the Compensation set forth in Paragraph 2 above, the Hospital shall provide to or on behalf of the Resident Physician, the following benefits:
 - (a) Four (4) weeks of paid vacation leave, provided said leave is scheduled and taken upon prior written approval of the Program Director or other responsible individual.
 - (b) Medical and Dental Health Insurance for the Resident Physician, spouse and eligible dependent children.
 - (c) Counseling and Psychological Support Services - Resident stress will be monitored and addressed by the Program Faculty and/or Director of Medical Education. Residents will have access to appropriate and confidential counseling, medical and psychological support services.
 - (d) Physician Impairment and Substance Abuse - Instances wherein physician impairment is suspected or documented will be addressed in accordance with the Policy outlined in the Resident Physician Policy and Procedure Manual.
 - (e) Professional Liability Insurance limited solely to those activities which are a part of the Training Program. Coverage is "occurrence-type", and provides coverage for actions during the residency program, regardless of when the claim is actually made. Coverage limits are \$2 million/4 million, by Health Care Insurance Company.
 - (f) Life Insurance in an amount equal to the annual salary paid pursuant to Paragraph 2 above.
 - (g) The Resident will be provided with appropriate sleeping quarters while on call.

(h) Three (3) lab coats are provided yearly or as needed. It is the responsibility of the Resident Physician to maintain and launder lab coats.

(i) Complementary meals while on-call in accordance with the policies of the Institution, and as stipulated in the Resident Physician Policy and Procedure Manual.

(j) Annual book allowance to be allocated as follows:

PGY I - \$250.

PGY II - \$250.

PGY III and above - \$300.

4. DISABILITY INSURANCE. The Hospital shall provide Workers' Compensation benefits, in accordance with applicable State Law, for disabilities resulting from activities which are part of the educational program. The Hospital shall provide information relative to supplementary disability insurance programs, which may be personally purchased, but provides no official endorsement of such programs.

5. REIMBURSEMENT FOR EXPENSES RELATED TO TRAINING PROGRAM. Resident Physician will receive reimbursement for expenses (i.e. parking, travel, meals) incurred as a result of off-campus activities directly related to the Training Program provided Resident Physician has received prior written approval from the Program Director or Designee for said off-campus activities and the reimbursement for same.

6. RESIDENT DUTIES AND RESPONSIBILITIES. The Resident Physician agrees to faithfully perform all of the duties and obligations of a Resident Physician as said duties and obligations are delegated to the Resident Physician by the Program Director or Designee.

The Resident Physician agrees to abide by the Constitution, Bylaws, Policies, Rules and Regulations of the Hospital and its Medical Staff as well as the Policies, Rules, Regulations and Responsibilities as outlined in the Resident Physician Policy and Procedure Manual.

The Resident Physician hereby certifies that the information provided in the application process is true, accurate, and complete and acknowledges that failure to have provided truthful, accurate, and complete information shall in itself be grounds for rescission of this Resident Physician Agreement or termination of Resident Physician employment. Furthermore, the Resident Physician understands that the Hospital shall perform a criminal background check and Office of Inspector General (OIG) inquiry on resident physicians. An unfavorable report from either of these inquiries shall also constitute grounds for rescission of this agreement or termination of Resident Physician employment.

The Institution ensures that residents will have the opportunity to:

a. Develop a personal program of learning to foster continued professional growth with guidance from the teaching staff.

b. Participate in safe, effective and compassionate patient care under appropriate supervision and commensurate with their level of advancement and responsibility.

c. Participate fully in the educational and scholarly activities of their training program, and, as required, assume responsibility for teaching and supervising other residents and medical students.

d. Participate as appropriate in institutional programs and medical staff activities and adhere to established practices, procedures, and policies of the institution.

e. Have appropriate representation on institutional committees whose actions affect their education and/or patient care.

f. Submit to the program director, at least annually, confidential written evaluations of the faculty and of the educational experiences.

7. PROFESSIONAL ACTIVITIES OUTSIDE OF RESIDENCY PROGRAM. The Resident Physician will not undertake any employment activities unrelated to the Residency Program that will adversely affect the performance of his/her duties pursuant to this Agreement.

8. FAMILY LEAVE. Residents are entitled to family leave as outlined in the Resident Physician Policy and Procedure Manual.

9. SICK LEAVE. Sick leave of twelve (12) days annually will be provided during the term of this contract to the Resident. Once sick time has been used, additional time off for illness must be taken from available vacation time. Sick leave may require physician verification, and shall not accrue from year to year.

10. LEAVE OF ABSENCE. Personal leaves of absence may be requested in writing and awarded at the discretion of the Program Director with approval by the Director of Medical Education in writing.

11. PROFESSIONAL LEAVE. Professional leave is determined and implemented by each Residency Program.

12. EFFECT OF LEAVE ON PROGRAM COMPLETION. All leaves, regardless of type, represent time lost from the educational curriculum and are a significant consideration for eventual specialty board eligibility and certification. Each program must review with the trainee the implications of leave in the context of satisfying all the necessary training experience.

13. REGISTRATION AND PERMIT FROM NJ STATE BOARD -

(a) PGY I Residents must register with the New Jersey State Board of Medical Examiners, and will cooperate fully with the Department of Graduate Medical Education in submitting all necessary documents.

(b) Residents at the PGY II level and above must obtain a training permit from the New Jersey State Board of Medical Examiners.

(c) If the Resident is unable to fulfill the requirements for a residency registration or permit required by the New Jersey State Board of Medical Examiners, this agreement will be null and void.

14. ACLS CERTIFICATION

The Resident Physician will, within sixty (60) days of the commencement of the Agreement, obtain Advanced Cardiac Life Support Certification. The Hospital shall provide reasonable access to training courses for said Certification, without cost to the Resident Physician. Failure to obtain certification will result in suspension from the program.

15. CONDITIONS FOR REAPPOINTMENT. The Program Director shall, on a regular basis, evaluate the Resident Physician for evidence of progressive scholarship and professional growth of said Resident Physician as demonstrated by the ability to assume graded and increasing responsibility for patient care. Said evaluation will be considered by the Program Director when making recommendations for annual reappointment and promotion in the Training Program.

16. TERMINATION/GRIEVANCE PROCEDURE.

(a) The Hospital may terminate this Agreement based upon Resident Physician's breach of any of the provisions of said Agreement. Said Termination shall become effective only after Resident Physician has had ten (10) days to cure said breach. The Resident Physician shall have access to the grievance procedure as set forth in the Resident Physician Policy and Procedure Manual.

(b) Resident Physician may terminate this Agreement based upon the Hospital's breach of this Agreement provided any such termination shall not become effective until Hospital has had ten (10) days to cure any such breach.

17. SEXUAL HARASSMENT POLICY. It is the policy of the Hospital to promote and maintain a work environment free of discrimination or disrespectful conduct by or toward any employee. Sexual harassment, as described in the policy document, is unacceptable and illegal. Potential or perceived violations of the policy shall be reported in accordance with established procedures as outlined in the Resident Physician Policy and Procedure Manual.

18. RESIDENCY CLOSURE/REDUCTION In the event of a reduction in the size of the residency program or closure of a residency program, the Institution will inform the residents as soon as possible, and will make every effort to assist the residents in identifying a program to continue their education.

19. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties. Any revision or amendment to this Agreement shall only be valid and binding if in writing and executed by both parties hereto.

In Witness Whereof, the parties hereto have executed this Agreement
on _____.

SAINT BARNABAS MEDICAL CENTER
94 Old Short Hills Rd.
Livingston, NJ 07039

Witness:

By: _____
Director of Medical Education

Witness:

By: _____
Resident Physician