

**SAINT BARNABAS MEDICAL CENTER
DEPARTMENT OF GRADUATE MEDICAL EDUCATION**

RESIDENT CONTRACT

THIS AGREEMENT, made on January 8, 2008 between **Saint Barnabas Medical Center**, Livingston, New Jersey, hereinafter referred to as the Medical Center, and **Dr. Xiu Sun** as "Resident". The Medical Center and Resident agree as follows:

1. TERM OF RESIDENCY.

1.1. The Resident accepts an appointment as **PGY 1 in the Department of Pathology commencing in June 2008 and terminating in June 2009**, unless terminated earlier pursuant to the terms of this agreement. The Hospital will pay Resident Physician an annual salary of **\$44,078** in annual weekly installments. Said annual salary includes compensation for coverage on Hospital Holidays.

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", the American Osteopathic Association, or Council on Podiatric Medical Education, as applicable 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 Steps 1, 2 and CSA and possessing a valid ECFMG certificate.

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 The Resident shall participate in an educational program regarding Physician Impairment, including substance abuse.

2.10. 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 Medical Education and Clinical Research in submitting all necessary documents.
- (b) Residents at the PGYII level and above must obtain a training permit from the New Jersey State Board of Medical Examiners and will cooperate fully with the Department of Medical Education in submitting all necessary documents.
- (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 shall be null and void.

2.11. The Resident shall maintain medical records in compliance with the Policies and Procedures of the Medical Center and 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", of the ACGME, AOA Guidelines or CPME Guidelines as applicable.

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 harassment) conduct will not be tolerated by the Medical Center on the part of any employee. (See policy on Sexual Harassment and Resident Physician Impairment 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 obtain certification in Basic Life Support, and either Advanced Cardiac Life Support or Pediatric Advanced Life Support, as required by the specific program, prior to beginning training at the Medical Center and shall maintain such certification throughout the training period.

2.17. Residents are encouraged to take USMLE Step 3 as soon as she/he is eligible. The resident must successfully complete USMLE 3 at least four months prior to the onset of the third postgraduate year of residency, or earlier as dictated by your program. The resident will not be able to continue in the program until completion of this requirement. He/She may be re-admitted to the program at the discretion of the program director and faculty and only if a position is available.

2.18 The resident shall comply with the institutional duty hours requirements as listed in the Housestaff Manual.

3. MEDICAL CENTER RESPONSIBILITIES.

3.1. The Medical Center shall 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 The gross annual salary payable by the Medical Center to the Resident shall be 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 week 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 offered an opportunity to secure 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 were 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 and vacation time may not accrue from year to year. Residents may be required to make up sick 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 resident's 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 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. Vacation must be approved in advance by the program director in order to allow for coordination of resident schedules to meet ongoing patient care needs.

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

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

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

3.13. 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 received notice of intent not to renew. In the event that the primary decision for non-renewal occurs within 6 ½ 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.