

MONMOUTH MEDICAL CENTER

An Affiliate of the Saint Barnabas Health Care System

RESIDENT CONTRACT

THIS AGREEMENT, made on March 23, 2009 between **MONMOUTH MEDICAL CENTER**, Long Branch, New Jersey, hereinafter referred to as the "Medical Center", and «FirstName» «LastName» residing at «Address1», «City» «State» «PostalCode», 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 «» residency program – level «PGYlevel», commencing on «commence date» and terminating on «end date», 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 (ACGME), 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.

2.2. 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 Step 1 and Step 2 and CSA on or before the date this contract is signed.

2.3. Board of Medical Examiners Regulation N.J.A.C. 13:35-1.5 - 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. The Resident shall develop a personal program of self-study and 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 committees, especially those that relate to education and performance improvement.

2.9. The Resident is eligible to take the USMLE Step 3 after completion of one year of graduate medical education training and is expected to do so. Unless specifically exempted by the program, the Resident will pass USMLE Step 3 by the end of the third year of residency.

2.10. Unless specifically exempted by the program, 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 Policy and Procedure manual for an explanation of the permit requirements).

2.10. 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 "Policy and Procedure Manual"). Failure to do so shall result in corrective action as set forth in the Policy and Procedure Manual.

2.11. The resident shall comply with the institutional duty hours requirements as listed in the Policy and Procedure Manual.

2.12. The Resident shall comply with the guidelines of the ACGME.

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 conduct will not be tolerated by the Medical Center on the part of any employee (either by or toward a resident). Specific policies regarding all forms of harassment, including sexual harassment, will be provided. (See the Policy and Procedure manual).

2.14. The Resident shall follow the dress code as specified in the Policy and Procedure Manual.

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

2.16. The Resident shall perform such other duties as may be required by the teaching staff, the Program Director or the Associate Vice President of Academic Affairs.

2.17. The resident must be certified in Basic Life Support and Advanced Cardiac Life Support while in training at the Medical Center.

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 graded levels of responsibility in patient care and participation in departmental teaching conferences and scholarly activity opportunities.

3.2. At program level «PGYlevel», the gross annual salary payable by the Medical Center to the Resident shall be «salary», 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 short-term disability insurance subject to the terms and conditions of such policy. The Medical Center will provide the Resident with access to confidential counseling, medical, psychological, and other support services as described in the Policy and Procedure manual.

3.4. Written policies describing physician impairment, including that due to substance abuse, will be provided to the Resident. (See Policy and Procedure Manual).

3.5. 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.

3.6. 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

are within the scope of the program. Such coverage shall be consistent with the Medical Center's coverage provided for the faculty of the program.

3.7. Sick time of ten (10) 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 Policy and Procedure Manual for more information). Parental leave for maternity, paternity, and adoption is provided as specified in the Policy and Procedure manual.

3.8. A leave of absence may be requested pursuant to the Policy and Procedure Manual. Leaves of absence are unpaid, except as allowed by law. 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.

3.9. Vacation time will be provided to the Resident during the term of this contract: Four (4) weeks (20 business 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 Policy and Procedure Manual for more information). Unused vacation time does not accrue from year to year.

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. The Resident will be provided professional leave at PGY 3, 4, and 5 as specified in the Policy and Procedures Manual.

3.14. Policies on residency redesign are found in the Policy and Procedure manual.

3.15. The Medical Center will make accommodations for disabilities in accordance with institutional policies and procedures.

4. EXTRAMURAL EMPLOYMENT.

4.1. Extramural employment by the Resident must be approved in advance by the Program Director in accordance with the Policy and Procedure Manual. The Resident must provide his/her own liability insurance for such activities. The Medical Center's professional liability insurance will not cover the Resident/s activities in extramural employment.

5. PROMOTION AND TERMINATION.

5.1. Residents will be re-appointed to the subsequent PGY level upon demonstration of terms outlined in the Policy and Procedure Manual. The Medical Center may terminate, not renew, or not promote 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 paragraph 9 of the Medical Center's physician impairment and substance abuse policy and procedure if applicable, and such termination 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.

5.2. The Medical Center may decide not to renew this agreement with or without causes upon giving the Resident six 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 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 four months prior to the expiration of this agreement. While the department remains undecided, the Resident may seek other residency opportunities.

5.3. If the department decides to renew this agreement, and the Resident does not sign an agreement to renew within seven (7) days of an offer to renew, the Department shall not be obligated to employ the Resident, and may employ a replacement resident.

6. GRIEVANCES.

6.1. A grievance is any dispute that may arise regarding the fulfillment of this contract by the Resident and Program or Faculty, which does not result in termination, or non-renewal of the Resident.

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

6.3. If the grievance remains unresolved following a conference by these individuals, then the Resident may request the Associate Vice President of Academic Affairs to review the grievance. To request such a review, the Resident must submit a written statement of the dispute to the Associate Vice President of Academic Affairs within fourteen (14) calendar days after the conference provided for by paragraph 6.2.

6.4. The Associate Vice President of Academic Affairs 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 Associate Vice President of Academic Affairs prior to such meeting. The Associate Vice President of Academic Affairs 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. The Associate Vice President of Academic Affairs shall keep minutes of the meeting. The Resident and the Program Director shall be notified in writing of the Associate Vice President of Academic Affairs's decision, which shall be made no later than seven (7) days after the meeting at which the grievance is presented.

6.5. Either party may appeal the decision of the Associate Vice President of Academic Affairs to the Graduate Medical Education Committee (GMEC) by submitting a written request to the Associate Vice President of Academic Affairs within seven (7) calendar days of receipt of the decision being appealed. The Associate Vice President of Academic Affairs shall schedule a meeting of the GMEC 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 GMEC 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's Program Director and at least one other faculty member from the Resident's program, must be present at the meeting of the GMEC, 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 GMEC will be construed as a withdrawal of the appeal. The Associate Vice President of Academic Affairs may not be present at the deliberations, and shall not have a vote.

6.6. The Resident and/or the Program Director may submit a written statement to the GMEC 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 four Resident members of the

Committee and at least four 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.

6.7. The decision of the GMEC 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.

7. TERMINATION OR NONRENEWAL FOR CAUSE

7.1. In the event the Medical Center decides to terminate this contract for cause as set forth in paragraph 5.1. 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 therefor at least twenty-one (21) calendar days before the effective date of the termination.

7.2. In the event the Medical Center decides not to renew this contract for cause as set forth in paragraph 5.1 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 15 of the current academic year.

7.3. Upon receipt of a notice to terminate or not renew for cause, the Resident shall be placed on a non-patient care rotation. The Resident may appeal the decision to terminate or not renew to the GMEC by submitting a written request to the Associate Vice President of Academic Affairs within three calendar days of receipt of the decision being appealed. The Associate Vice President of Academic Affairs shall schedule a meeting of the GMEC as soon as practicable, but in no event later than seven (7) calendar days after receiving the Resident's written request. At the request of the Resident, prior to the meeting with the GMEC, 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.

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

7.5. The Resident and/or the Program Director may submit a written statement to the GMEC 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 four Resident members of the Committee and at least four 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 Associate Vice President of Academic Affairs, who shall not otherwise have a vote.

7.6. The Resident may appeal the decision of the GMEC to the Executive Director of the Medical Center by submitting a written request within three (3) calendar days of receipt of the written decision being appealed. The Executive Director shall review the decision of the GMEC 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 GMEC shall be considered by the Executive Director, as well as the minutes of the meeting of the GMEC.

7.7. 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.

8. CERTIFICATION OF TRAINING.

8.1. 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 uniforms; completed all records; and settled all professional and financial obligations.

9. MISCELLANEOUS PROVISIONS.

9.1. 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.

9.2. 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.

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

9.4. 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.

9.5. 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.

9.6. 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.

IN WITNESS WHEREOF, the parties have set their hands and seals or caused their authorized officers to set their hands and corporate seals this 23 March, 2009.

ATTEST:

MONMOUTH MEDICAL CENTER

BY: _____

PROGRAM DIRECTOR

BY: _____

Joseph Jaeger
ASSOCIATE VICE PRESIDENT
ACADEMIC AFFAIRS

BY: _____

«FirstName» «LastName»
RESIDENT