

SAMPLE
YALE-NEW HAVEN HOSPITAL

**RESIDENT/SUBSPECIALTY FELLOW
AGREEMENT OF APPOINTMENT**

This agreement between Yale-New Haven Hospital and _____ (Resident/Fellow) is entered into for the period of one year (or less where applicable) beginning July 1, 2015 and ending June 30, 2016.

Yale-New Haven Hospital agrees, and the Resident/Fellow accepts appointment as a trainee under the following terms and conditions:

1. Training Program:
2. Title:
3. Gross Annual Stipend:
4. HOSPITAL RESPONSIBILITIES

During the term of this agreement the Hospital shall provide all of the following:

- A. Professional Liability Coverage: The Hospital shall provide the Resident/Fellow with adequate professional liability insurance that shall cover the Resident/Fellow while acting in the performance of his/her duties and assignments within the training program. Claims made after termination of training will be covered if based on acts or omissions of the Resident/Fellow within the scope and course of his/her duties or assignments during training. Appropriate arrangements for insurance coverage shall be made with all institutions at which the Resident/Fellow rotates (the Affiliated Institutions). Special rotations outside of the Hospital and the Affiliated Institutions are subject to the prior approval of the Chairman or the departmental residency Program Director and the Director/Associate Dean of Graduate Medical Education (GME). In instances where the Chairman of the Department, the Program Director or the Director/Associate Dean of GME identifies such special rotations as being critical to the overall education program, and application is made in accordance with GME policy, the Hospital may elect to extend professional liability insurance coverage for such activities when the sponsoring institution is unable to do so.
- B. Amenities: The Hospital shall also provide the Resident/Fellow with the following during the course of the training program: suitable on-call quarters; uniforms; meals (when the Resident/Fellow is required to spend the night in the Hospital); and appropriate Personal Protective Equipment. The Hospital shall also provide such other support as shall be necessary to ensure a safe and appropriate work and educational environment. Counseling services are available through the Hospital's Employee Assistance Program. Further details are available in the House Staff Manual.
- C. Fringe Benefits: The Hospital shall provide the House Officer with health insurance, group life insurance, disability income insurance, and business travel accident insurance. Prescription coverage at a reduced rate is included. The House Officer may elect to participate in a dental insurance plan for an additional cost. Details regarding all of these benefits are set forth in the FLEXplan pamphlet.
- D. Paid Vacation: Annual vacation times shall range from two weeks to four weeks and be assigned by the Chief of the Service. Such arrangements are subject to the needs of the particular service.
- E. Leave of Absence: Leave (which shall include sick leave, bereavement leave, maternity/paternity or family leave, personal leave) may be taken according to Hospital policy as set forth further in the House Staff Manual.
- F. Extension of Training: All leaves may affect the time required to satisfy criteria for program completion. Time of training required for completion of the program will be as stated in specialty Board requirements. (See individual requirements at www.ABMS.org)

- G. Work Hours: Resident duty hours and on-call schedules will conform to the requirements of the ACGME. Institutional Policies regarding duty hours are available in the House Staff Manual. Departmental policies regarding duty hours are available in each department.
- H. Moonlighting: Institutional policies regarding moonlighting are available in the House Staff Manual. Departmental policies are established and available in each department.
- I. Counseling, medical, psychological support services: Counseling and psychological support services are provided through the Employee's Assistance Plan. Medical support services are available through the Employee's Health Services. Additional assistance is available through the resident/fellow's individual health insurance coverage.
- J. Physician impairment and substance abuse: The policy regarding physician impairment and substance abuse involving Residents/Fellows is included in the House Staff Manual.
- K. Harassment: The Institution does not tolerate sexual or other forms of harassment. The Institutional policy regarding sexual harassment is available in the House Staff Manual.
- L. Accommodation for disabilities: The Institution complies with the Americans with Disabilities Act with regard to accommodation of residents/fellows with disabilities.
- M. Expenses for attending Medical Conferences may be available within the individual departments.

5. RESIDENT/FELLOW RESPONSIBILITIES

The Resident/Fellow agrees to:

- A. Perform satisfactorily and to the best of his/her abilities the customary duties and obligations of the training program, as established by the program, including keeping charts, records and reports signed and up to date, as may be further set forth in the Statement of Resident/Fellow Responsibilities or in other departmental documents.
- B. Abide by the GME policies as outlined in the House Staff Manual and Departmental policies as outlined by each program.
- C. Possess and exhibit the essential abilities for appointment, reappointment, retention and certification as outlined in the House Staff Manual.
- D. Abide by the Hospital policies and procedures and the Hospital's Medical Staff bylaws, rules and regulations insofar as they are applicable to Residents and Fellows. Such policies include the Hospital policies on Sexual Harassment, Non-Discrimination, Physician Impairment, Substance Abuse, Code of Conduct, Discipline and Grievances. Copies of these policies are available in the on-line Medical Staff Bylaws, Rules and Regulations.
- E. Cooperate with mandatory pre-employment drug screening and a criminal background check. The Resident/Fellow understands that failure to submit to such drug testing or a positive finding will result in the withdrawal of any offer of employment and the termination of this agreement. In addition, the Resident/Fellow understands that any the criminal background check will be administered in accordance with all standards set out by the Fair Credit Reporting Act.
- F. Comply with the credentials verification procedure, including:
 - 1. Documentation of identity and right to work as defined in the 1986 Immigration Reform and Control Act.
 - 2. Provision of necessary documentation to enable the hospital to obtain a permit for the Resident/Fellow to practice medicine and to establish the right to work.
 - 3. Proof of compliance with immunization policy.
 - 4. Completion of the Hospital's application for the appointment to the house staff, listing all information requested and returning to the house staff office on a timely basis such that the Hospital can verify it

prior to start date, including medical school training and residency training prior to beginning patient care responsibilities.

5. If a fellow, completion of the Hospital's application for the appointment to the Medical Staff, listing all information requested and returning to the departmental office on a timely basis such that the Hospital can verify it prior to start date, including medical school training and residency training prior to beginning patient care responsibilities.
6. Completion of all required appointment materials at required affiliated hospitals where Residents/Fellows may rotate (i.e. VA Connecticut Healthcare System).
- G. Ensure that his/her off-duty activities do not compromise his/her ability to perform his/her work to the best of his/her abilities and that s/he appears fit for duty at the beginning of any duty period.
- H. Comply with institutional and departmental policies regarding moonlighting, including pre-approval of any moonlighting activity by program director. Failure to do so may result in disciplinary action up to and including termination of this agreement.
- I. Comply with institutional and departmental duty hours policies to the best of his/her ability. Complete the attestation form that they have reviewed the institutional and departmental policies.
- J. Participate as requested in all yearly mandatory training, including training in blood borne and airborne pathogens and any other training required by OSHA, JCAHO or per Hospital policy.
- K. Abide by the Resident Physician – Teacher Compact and the Code of Conduct for Residents/Fellows published in the House Staff Manual.
- L. Refrain from seeking or accepting remuneration from patients or payers for services rendered within the scope of his/her resident or fellowship training.

6. TERM, TERMINATION AND CONDITIONS

- A. The term of this Agreement shall be for one year (or less) as specifically established above. Appointment to subsequent years shall be dependent upon satisfactory progress in education, demonstration of the essential abilities of the position and satisfactory performance of all duties. Promotion shall be in accordance with Institutional Policy (House Staff Manual) and Departmental Policies.
- B. This contract is contingent upon the physician having the requisite authorization to work in the United States prior to beginning the period of training/work. This is the responsibility of the physician to obtain, renew etc. and failure to do so will result in the termination of the resident/physician.
- C. The Program Director, with the participation of the Program faculty shall evaluate, at least semi-annually, the knowledge, skills, and professional growth of a Resident/Fellow. The results of this evaluation shall be made known to the Resident/Fellow and the written records shall be made accessible upon request.
- D. Unsatisfactory resident/fellow evaluation can result in required remedial activities, temporary suspension from duties, extension of training or termination of employment and residency education. Egregious /misconduct violations may result in immediate dismissal from the program.
- E. A Resident/Fellow shall have the right to grieve an adverse action as further set forth in the Grievance Procedure, included in the House Staff Manual. This includes receiving a written notice either of intent not to renew his/her agreement(s) or of intent to renew his/her agreement(s) but not to promote the resident/fellow to the next level of training.
- F. Continuation of insurance coverage or other benefits upon termination, leave or suspension shall be as further set forth in the applicable Hospital Policies.

- G. Neither party shall terminate this agreement prior to its expiration date without written notice. In cases where the Institution/Program is terminating the agreement, efforts will be made to give that decision four months prior to termination, or as early as possible prior to the expiration date of this agreement.
- H. The Hospital or the Program shall inform residents/fellows of adverse accreditation action taken by the ACGME within a reasonable period after the action is taken. Should the Hospital begin the process of closing a residency program for any reason, the residents/fellows will be informed at as early a date as possible. In case of such a closure, or in case of the closure of the Hospital, the Institution will either allow residents/fellows already in the program to complete their education, or will assist residents/fellows to enroll in an ACGME-accredited program(s) which will allow them to continue their education.
- I. The Institution will have a policy addressing administrative support for GME programs in the event of a disaster or interruption in patient care, including assistance for continuation of resident assignments, which will be included in the House Staff Manual.
- J. Certification of completion of the program shall be contingent upon the resident/fellow having, on or before the date of regular or early termination of appointment, returned all hospital property such as books, equipment, etc. completed medical and other records and settled professional and financial obligations.
- K. This contract is conditional upon satisfactory performance for the remainder of the current contract period.

Thomas Balcezak, M.D., MPH
Chief of staff

April 25, 2015
Date

SAMPLE

Resident's Signature

Date