

**CAPITAL HEALTH SYSTEM, INC., REGIONAL MEDICAL CENTER
750 Brunswick Ave, Trenton, New Jersey 08638**

RESIDENT AGREEMENT – PGY 1

CAPITAL HEALTH SYSTEM, INC. Trenton, New Jersey, sponsors an ACGME-accredited Internal Medicine Residency Training Program (hereafter known as the PROGRAM).

CAPITAL HEALTH SYSTEM, INC., Regional Medical Center hereby offers and I am A Resident, M.D., (hereafter known as the RESIDENT) hereby accepts a one-year appointment as a first-year resident in the PROGRAM's Internal Medicine Residency Training Program.

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| RESPONSIBILITIES
OF PROGRAM | 1. | The PROGRAM shall be responsible for supervising and evaluating the educational and medical activities of the RESIDENT using the framework of Milestones in the 6 ACGME Core Competencies. |
| RESPONSIBILITIES
OF CAPITAL HEALTH
SYSTEM, INC. | 2. | CAPITAL HEALTH SYSTEM, INC. shall have responsibility for providing such administrative support as is required by this agreement, including but not limited to administrative supervision and the provision of stipend payments and benefits. |
| | 3. | CAPITAL HEALTH SYSTEM, INC. will make a reasonable accommodation to known physical and mental limitations of a qualified applicant or employee with a disability. See Equal Employment Opportunity HR Policy 1.2 for details. |
| DURATION OF
APPOINTMENT | 4. | This appointment as an Internal Medicine Resident shall commence at 8:00AM on June 24th, 2018 and terminate at 8:00AM on June 24th, 2019. |
| STIPEND | 5. | CAPITAL HEALTH SYSTEM, INC. will provide the RESIDENT with an annual stipend of (see www.capitalhealth.org/residents for current salaries). |
| PRE-PLACEMENT
DRUG SCREENING | 6. | The RESIDENT IS aware of the policy of CAPITAL HEALTH SYSTEM, INC. that all offers of employment are contingent upon the successful completion of the Pre-Placement Physical Examination process which includes a screening test for the presence of drugs and alcohol. Further information will be made available prior to the test being administered. In addition, CAPITAL HEALTH SYSTEM, INC. will conduct a criminal background check and a check of the Office of the Inspector General (OIG) to ensure that the resident has not been convicted of a felony, nor excluded by federal health care programs including Medicare and Medicaid. |
| MEALS | 7. | CAPITAL HEALTH SYSTEM, INC. will provide meal cards for RESIDENTS on evening and night shift assignments according to their schedule. |
| UNIFORMS | 8. | CAPITAL HEALTH SYSTEM, INC. will supply the RESIDENT with three (3) white coats upon entering the PROGRAM to be worn while on duty. The RESIDENT is responsible for the upkeep of white coats and for maintaining a professional appearance and additional white coats will be provided as necessary during the term of the agreement, as determined by the PROGRAM. |
| VACATIONS | 9. | During the period of this agreement, the RESIDENT shall be granted a vacation of four (4) weeks. The RESIDENT's vacation shall be taken en block at a time that fits the rotation needs of the PROGRAM. |
| | 10. | In addition to the vacation period, the RESIDENT shall have a maximum of six additional days off during the period of this agreement. Any additional times will have to be made up. If the RESIDENT's assignment happens to fall on a holiday, there shall be no compensatory time off. An effort will be made to ensure that holidays are equitably granted. |

- PROFESSIONAL LIABILITY INSURANCE 11. CAPITAL HEALTH SYSTEM, INC. shall provide the RESIDENT with professional liability insurance in the amount of not less than \$1 million per claim and \$3 million in the aggregate for all activities related to the training activities covered by this agreement.
- HEALTH BENEFITS 12. CAPITAL HEALTH SYSTEM, INC. shall provide medical-surgical and major medical insurance coverage for the RESIDENT and his/her family and dental insurance for the RESIDENT on the same basis as provided to its other employees. The Employee Health services of CAPITAL HEALTH SYSTEM, INC. shall be available to the RESIDENT in the same fashion as provided to its other employees.
- SICK LEAVE 13. The RESIDENT is expected not to be absent for the reasons of illness unless the illness is of such severity as to require being seen professionally by a physician or one of the Faculty Attendings who must then present a written assessment to the Program Director or designee.
- FAMILY/MEDICAL LEAVE 14. Family/Medical Leave is available in accordance with CAPITAL HEALTH SYSTEM, INC. Human Resources Policy 5.5 and GME Policy 2.60.
- AMERICAN BOARD OF INTERNAL MEDICINE (ABIM) ELIGIBILITY 15. Leaves of Absence in excess of one (1) month per year will result in extension of training to meet the ABIM requirements. Residents must be evaluated by the Program Director as "satisfactory" or above in the Six Clinical Competencies to be eligible for the Certification Examination in Internal Medicine. To be admitted to the Certification Examination in Internal Medicine, physicians must satisfactorily complete 36 months of residency training including vacation by August 31st of the year of examination.
- TEMPORARY DISABILITY BENEFITS 16. Temporary disability benefits for employees unable to work due to illness or injury not related to employment are available in accordance with CAPITAL HEALTH SYSTEM, INC. Human Resources Policy 4.12.
- WORKERS' COMPENSATION INSURANCE 17. Benefits for employees involved in work-related incidents that result in injury or illness are available in concordance with CAPITAL HEALTH SYSTEM, INC.'s Human Resources Policy 7.5.
- CLINICAL AND EDUCATIONAL WORK HOURS 18. The RESIDENT will have the following work day:
a) The RESIDENT will be on duty Monday through Friday from 7:30AM to 5:30PM. If the RESIDENT has patients whose care requires attention beyond this period of duty, he/she shall remain on duty until the patient may be left in the care of a covering resident physician;
b) The RESIDENT will be on duty at the Hospital from 7:30am to 1:00pm on Saturdays to make rounds or as specified by the block/assignment schedule;
c) The RESIDENT may be required to make rounds on Sundays per block schedule assignment;
d) The RESIDENT will be provided with one day in seven free of all educational and clinical responsibilities averaged over a four week period;
e) The RESIDENT assignment schedule will provide for an 8-hour period free of educational and clinical activities between shifts;
f) The RESIDENT is responsible for reporting Clinical and Educational Work Hours according to the PROGRAM requirements;
g) All ACGME Clinical and Educational Work Hour Requirements will be maintained by the PROGRAM in collaboration with the RESIDENT.

- PHYSICIAN IMPAIRMENT 19. It is the policy of CAPITAL HEALTH SYSTEM, INC. to make every effort to assure that residents training at CAPITAL HEALTH SYSTEM, INC. are physically, mentally, and emotionally able to fulfill their responsibilities in a competent manner. Refer to Impaired Resident Policy GME 3.00.
- MENTAL HEALTH 20. Mental Health and Substance Abuse services are available through CAPITAL HEALTH SYSTEM, INC.'s Medical Plan and through Carebridge Corporation, a benefit of CAPITAL HEALTH SYSTEM, INC.
- WORKPLACE HARASSMENT 21. It is the policy of CAPITAL HEALTH SYSTEM, INC. to prohibit workplace harassment of any type. This policy applies to all employees and is further delineated in Human Resources Policy 6.9.
- EDUCATIONAL PROGRAM 22. The educational programs of CAPITAL HEALTH SYSTEM, INC., RMC shall conform to the current version of the ACGME Program Requirements for Residency Education in Internal Medicine.
23. CAPITAL HEALTH SYSTEM, INC. agrees to provide a clinical learning environment for medical education and a training program that meets the standards of the current ACGME Institutional Requirements.
- RESPONSIBILITIES OF RESIDENT 24. The RESIDENT agrees as follows:
- a) The RESIDENT certifies that he/she is a citizen of the United States or a permanent resident of the United States;
 - b) If the RESIDENT is an International Medical Graduate, the he/she certifies that he/she holds an ECFMG Certificate valid through date of hire;
 - c) The RESIDENT certifies that he/she has not been convicted of a felony and is not excluded from the Medicare/Medicaid Program;
 - d) The RESIDENT certifies the information contained in the RESIDENT's application and all supporting documents is accurate and complete to the best of the RESIDENT'S knowledge and belief;
 - e) The RESIDENT shall perform satisfactorily to the best of his/her ability;
 - f) The RESIDENT will conform to the PROGRAM'S and CAPITAL HEALTH SYSTEM, INC.'s policies, procedures, and regulations that are not inconsistent with this agreement;
 - g) Per ACGME requirements, PGY1 residents are not permitted to engage in outside medical activity ("moonlighting"). It is the policy of the PROGRAM to not allow residents from any level of training to moonlight.
 - h) The RESIDENT agrees to comply with the PROGRAM's Residency Manual;
 - i) The RESIDENT is directly responsible to and reports to the Program Director of the Medical Residency Program;
 - j) The RESIDENT will be registered, permitted, and licensed in compliance with the New Jersey Board of medical Examiners as well as obtain a Drug Enforcement Administration (DEA) when eligible;
 - k) The RESIDENT should develop a personal program of self-study and professional growth with guidance from their faculty mentor;
 - l) The RESIDENT will participate in safe, effective, and compassionate patient care under supervision commensurate with his/her level of advancement and responsibility;
 - m) The RESIDENT will participate fully in the educational activities of the PROGRAM and, as required, assume responsibility for teaching and supervising other residents and students;

- n) The RESIDENT will participate in Medical Staff activities of CAPITAL HEALTH SYSTEM, INC. as appropriate and will adhere to established practices and policies of CAPITAL HEALTH SYSTEM, INC. as they apply to residents;
- o) The RESIDENT will participate in institutional committees, councils, and conferences when called upon, especially those that relate to patient care review activities;
- p) The RESIDENT will provide patient care in an efficient and effective manner.

GRIEVANCES

25. Residents may implement GME Policy 2.42 – Resident Grievance/Complaints Process procedure to provide them with a fair and reasonable process to adjudicate complaints and grievances related to their work environment or issues related to the PROGRAM or its Faculty.

A resident may implement GME Policy 2.38 Resident Due Process to address academic or other disciplinary actions taken against the RESIDENT that could result in non-renewal of RESIDENT agreement, non-promotion of RESIDENT to the next level of training or other actions that could significantly affect the RESIDENT's career development.

26. This contract may be terminated at any time if it is determined by the Clinical Competency Committee that the RESIDENT has not demonstrated a satisfactory level of competence in basic medical knowledge or patient management or whenever the activity or professional conduct of the RESIDENT is considered to be lower than standards and aims of the Medical Residency Program, or is deemed to be disruptive to the operations of the PROGRAM or of CAPITAL HEALTH SYSTEM, INC. The decision of the Committee may be appealed in the manner set forth in paragraph 25.

CONTRACT
RENEWAL/PROMOTION
TO SUBSEQUENT
PGY LEVEL

27. Contract renewal is offered based on satisfactory attainment by the RESIDENT in the areas of patient care, medical knowledge, practice-based learning, communications, professionalism, and systems-based practice. Specific goals in each of these areas will be distributed prior to the start of the contract year.

Contract renewal is based upon successful attainment of ACGME milestones and completion of those procedures listed in the Program's Promotion Policy (IM 2.30.30).

Offers of contract renewal are made based on the combined assessments of the RESIDENT's attainments and attitudes by the PROGRAM's Clinical Competency Committee and the Program Director.

Offers of contract renewal or written notification of non-renewal will be made no later than four months prior to the expiration of the current contract unless circumstances leading to non-renewal occur less than four months prior to the end of this contract. Any decision of non-renewal may be appealed in the manner set forth in paragraph 25.

CAPITAL HEALTH SYSTEM, INC., PROGRAM, and RESIDENT have entered into this agreement in good faith and acknowledge the respect of ethical and legal obligations to perform this agreement until its expiration date. Except as noted above, this agreement may be terminated only in the event of fire, flood, act of God, or other circumstances beyond CAPITAL HEALTH SYSTEM, INC.'s control and when CAPITAL HEALTH SYSTEM, INC. determines it can no longer continue with this agreement.

The PROGRAM and CAPITAL HEALTH SYSTEM, INC. shall have the sole and exclusive right to promote or not to promote the RESIDENT and to offer or not to offer the RESIDENT any subsequent agreement.

Iam A Resident, M.D.

Date

FOR THE PROGRAM:

Saba A. Hasan, M.D., FACP
Director, Internal Medicine Residency Program
CAPITAL HEALTH SYSTEM, INC., Regional Medical Center

Date

FOR CAPITAL HEALTH SYSTEM, INC.:

Al Maghazehe, Ph.D., FACHE
President and Chief Executive Officer
CAPITAL HEALTH SYSTEM, INC.

Date