

CAPITAL HEALTH SYSTEM, INC.

Capital Health Regional Medical Center

RESIDENT GRADUATE TRAINING AGREEMENT

THIS RESIDENT GRADUATE TRAINING AGREEMENT (“**Agreement**”) is entered into on this [REDACTED] between CAPITAL HEALTH SYSTEM, INC., a New Jersey non-profit corporation whose address is 750 Brunswick Avenue, Trenton, New Jersey 08638 (referred to as “**Capital Health**”) and [REDACTED] M.D., whose address is [REDACTED] (referred to as “**Resident**”).

BACKGROUND AND INTENT

Capital Health sponsors Residency Training Programs, accredited by the Accreditation Council for Graduate Medical Education (“**ACGME**”).

Capital Health hereby offers and Resident hereby accepts a one-year appointment as a **PGY 1 Resident in the Internal Medicine Residency Training Program** (hereafter known as “**Program**”).

Capital Health and Resident intend to enter into this Resident Graduate Training Agreement (hereafter known as “**Agreement**”), according to the following terms and conditions:

TERMS & CONDITIONS

1. RESPONSIBILITIES OF PROGRAM

1.1 The Program shall be responsible for supervising and evaluating the educational and clinical activities of the Resident using the framework of the ACGME Milestones and Core Competencies.

2. RESPONSIBILITIES OF CAPITAL HEALTH

2.1 Capital Health 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 (described below).

2.2 Capital Health 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.

3. DURATION OF APPOINTMENT

3.1 This appointment as a **PGY1 Internal Medicine Resident** shall commence at 7:00AM on June 24, 2021 and terminate at 11:59PM on June 23, 2022, unless otherwise terminated as set forth herein.

4. STIPEND

4.1 Capital Health will provide the Resident with an annual stipend of \$62,917.34, commensurate with PGY level of training.

4.2 Stipend is subject to all applicable Federal, State and local taxes.

4.3 Resident may not accept any other compensation or remuneration in cash or in kind from any patient or third-party payor for services performed under this Agreement.

4.4 Stipend will terminate if this Agreement is not renewed, regardless of the reason.

5. PRE-PLACEMENT

5.1 The Resident is aware of the policy of Capital Health that all offers of employment are contingent upon the successful completion of a pre-placement physical examination. Resident must have a health evaluation consisting of defined tests, which includes a drug screening and a physical evaluation, before starting employment. The evaluation is in accordance with requirements of state and federal law and State of New Jersey Department of Health Regulations. Further information will be made available prior to the pre-placement examination being administered. In addition, Capital Health will conduct a background screening that will include criminal and Office of the Inspector General (OIG) check to ensure that the Resident has no felony conviction nor excluded by federal health care programs, including Medicare and Medicaid.

6. MEALS

6.1 Capital Health will provide meal cards for Residents based on program specific scheduling and assignments, according to specific Program guidelines.

7. UNIFORMS

7.1 Capital Health will supply the Resident with uniforms, according to specific Program preferences, upon entering the Program to be worn while on duty. The Resident is responsible for the upkeep of uniforms and for maintaining a professional appearance at all times. Additional uniforms will be provided as necessary during the term of the Agreement, as determined by the Program.

8. PAID TIME OFF (“PTO”)/VACATION

8.1 During the period of this Agreement, the Resident shall be granted PTO of four (4) weeks. The Resident’s PTO shall be scheduled according to specific Program guidelines.

8.2 In addition to PTO, the Resident will be given additional time off, according to specific Program guidelines (wellness, interviews, etc.), and remain within the confines of Certifying Board requirements during the period of this Agreement. Any additional time off will 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.

9. PROFESSIONAL LIABILITY INSURANCE

9.1 Capital Health 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.

10. HEALTH BENEFITS

10.1 Capital Health shall provide health and dental insurance coverage for the Resident and their family on the same basis as provided to its other employees. Employee Health and Corporate Health services of Capital Health shall be available to the Resident in the same fashion as provided to its other employees. If interim healthcare coverage is required prior to the effective date of health benefits through Capital Health’s program, the Resident can seek to obtain coverage through healthcare.gov. Benefits coverage begins on July 1 for newly hired residents.

11. SICK LEAVE

11.1 Resident is expected to maintain professional attendance record, limiting absences due to illness to that which requires medical attention by a provider or isolation to prevent the spread of communicable disease. See Medical Leave for illnesses that require more than seven days away from clinical and training activities.

12. FAMILY/MEDICAL LEAVE

12.1 Family/Medical Leave is available in accordance with Capital Health’s Human Resources Policy 5.5 and GME Policy 2.60.

13. Certification BOARD ELIGIBILITY

13.1 Leaves of Absence will result in extension of training to meet Certification Board requirements. Residents must be evaluated by the Program Director as “satisfactory” or above in the ACGME’s Six Clinical Competencies to be eligible for Board Certification Examination. To be admitted to the Certification Examination, residents must satisfactorily meet all requirements of their Program Certification Board to be eligible for admittance to Certification Examination. Please refer to individual Program Board Certification Requirements.

14. TEMPORARY DISABILITY BENEFITS

14.1 Temporary disability benefits for employees unable to work due to illness or injury not related to employment are available in accordance with Capital Health’s Human Resources Policy 4.12.

15. WORKERS’ COMPENSATION INSURANCE

15.1 Benefits for employees involved in work-related incidents that result in injury or illness are available in concordance with Capital Health's Human Resources Policy 7.5.

16. CLINICAL AND EDUCATIONAL WORK

16.1 The Resident will have the following work day:

- a) The Resident will follow the Program block/assignment schedule. If the Resident has patients whose care requires attention beyond their scheduled period of duty, the Resident shall remain on duty until the patient may be left in the care of a covering resident physician;
- b) The Resident will be provided with one (1) day in seven (7) free of all educational and clinical responsibilities averaged over a four (4) week period;
- c) The Resident assignment schedule will provide for an eight (8)-hour period free of educational and clinical activities between shifts;
- d) The Resident is responsible for reporting Clinical and Educational Work Hours according to the Program requirements; and
- e) All ACGME Clinical and Educational Work Hour Requirements will be observed and records thereof maintained by the Program in collaboration with the Resident.

17. PHYSICIAN IMPAIRMENT

17.1 It is the policy of Capital Health to make every effort to assure that residents training at Capital Health are physically, mentally, and emotionally able to fulfill their responsibilities in a competent manner. Refer to Impaired Resident Policy GME 3.0.

18. MENTAL HEALTH

18.1 Mental Health and Substance Abuse services are available through Capital Health's medical plan and through Carebridge Corporation, a Work/Life and Employee Assistance Program of Capital Health.

19. WORKPLACE HARASSMENT

19.1 It is the policy of Capital Health to prohibit workplace harassment of any type. This policy applies to all employees and is further delineated in Human Resources Policy 6.9 and GME Professionalism Policy 3.2.

20. EDUCATIONAL PROGRAM

20.1 The educational programs of Capital Health shall conform to the current version of the ACGME Program Requirements for the appropriate specialty Program.

20.2 Capital Health agrees to provide a clinical learning environment for medical education and a training program that meets the standards of the current ACGME Institutional Requirements.

20.3 An educational allowance for up to one thousand five hundred dollars (\$1,500.00) is available to Resident to use solely for purposes of conference travel, scholarly activity, and other related educational expenditures as designated by individual Program guidelines. Such educational allowance shall be provided at the discretion of the Program Director.

21. RESPONSIBILITIES OF RESIDENT

21.1 The Resident agrees as follows:

- a) If the Resident is an International Medical Graduate, then he/she certifies that he/she holds an Educational Commission for Foreign Medical Graduates ("ECFMG") Certificate valid through date of hire;
- b) The Resident certifies that he/she has not been convicted of a felony and is not excluded from the Medicare/Medicaid Program;
- c) 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 will conform to the Program's and Capital Health's policies, procedures, and regulations that are not inconsistent with this Agreement;
- f) Moonlighting (any outside work) activities are at the discretion of the Program Director and must meet the criteria of GME Moonlighting Policy GME 2.34. PGY1 Residents are not eligible to engage in moonlighting activities, per ACGME Requirements;
- g) The Resident agrees to comply with the residency Program Guidelines;
- h) The Resident is directly responsible to and reports to the Program Director of the Internal Medicine Residency Program, Saba Hasan, MD, FACP.
- i) 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;
- j) The Resident should develop a personal program of self-study and professional growth with guidance from their faculty mentor;
- k) The Resident will participate in safe, effective, and compassionate patient care under supervision commensurate with his/her level of advancement and responsibility;
- l) 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;
- m) The Resident will participate in Capital Health Medical Staff activities of as appropriate and will adhere to established practices and policies of Capital Health as they apply to residents;
- n) The Resident will participate in institutional committees, councils, and conferences when called upon, especially those that relate to patient care review activities;
- o) The Resident will provide patient care in an efficient and effective manner.

22. GRIEVANCES

22.1 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.

22.2 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.

22.3 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 Residency Program, or is deemed to be disruptive to the operations of the Program or of Capital Health. The decision of the Clinical Competency Committee may be appealed in the manner set forth in Section 22.

23. CONTRACT RENEWAL/PROMOTION TO SUBSEQUENT PGY LEVEL

23.1 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. The Resident should review Specialty Milestone document for specific competency goals. Contract renewal is based upon successful attainment of ACGME milestones and completion of those procedures listed in the Program's Promotion Policy. 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. The Resident must be in compliance with the Program's Promotion, Appointment Renewal and Dismissal policy to be eligible for promotion to subsequent PGY level.

23.2 Offers of contract renewal or written notification of non-renewal will be made no later than four (4) 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 Section 22.

24. Miscellaneous.

24.1 Capital Health, 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's control and when Capital Health determines it can no longer continue with this Agreement. In cases of catastrophic disaster, refer to GME Policy 2.5, Interruption of Residency Training – Disasters/Extraordinary Circumstances.

24.2 The Program and Capital Health 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.

24.3 This Agreement states the entire understanding, intent, and agreement between Capital Health and Resident regarding participation in the applicable residency Program. It supersedes any prior oral or written contract, including any previous Agreement.

24.4 This Agreement cannot be amended, except in writing and signed by Resident and an authorized representative of Capital Health. Notwithstanding the preceding sentence, or any other provision in this Agreement, Capital Health may, at any time, unilaterally modify any policies or procedures contained in the GME Policy Manual, individual Program guidelines, or any Capital Health organizational policy. Capital Health may unilaterally amend any provision of this Agreement in order to comply with ACGME accreditation standards or applicable law.

24.5 New Jersey law controls the enforcement and interpretation of this Agreement. Mercer County, New Jersey has exclusive jurisdiction and venue over any dispute.

Date

FOR THE PROGRAM:

Saba Hasan, MD, FACP
Program Director, Internal Medicine Residency Program
CAPITAL HEALTH SYSTEM, INC.

Date

FOR CAPITAL HEALTH SYSTEM, INC.:

Robert Remstein, DO, MBA
Vice President Academic Affairs
ACGME Designated Institutional Official
CAPITAL HEALTH SYSTEM, INC.

Date

Al Maghazeh, PhD, FACHE
President and Chief Executive Officer
CAPITAL HEALTH SYSTEM, INC.

Date

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