

CAPITAL HEALTH SYSTEM, INC.

RESIDENT GRADUATE TRAINING AGREEMENT

THIS RESIDENT GRADUATE TRAINING AGREEMENT (“**Agreement**”) is entered into on this ____ day of _____, _____ 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 _____, whose address is _____ (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 the “**Program**”).

Capital Health and Resident intend to enter into this Agreement according to the following terms and conditions:

TERMS & CONDITIONS

1. RESPONSIBILITIES OF CAPITAL HEALTH

1.1 Capital Health shall have responsibility for providing such administrative support as is required by this Agreement, including but not limited to administrative supervision of the Program and the provision of stipend payments and benefits (described below) to Resident.

1.2 Through the direction and oversight of the Program, Capital Health 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. Applicable policies and procedures for the evaluation of Resident performance shall be provided or available to Resident.

1.3 Capital Health will make a reasonable accommodation to known physical and mental limitations of a qualified applicant or Resident with a disability. See Equal Employment Opportunity HR Policy, which can be accessed through PolicyStat or the assistance of the coordinator of the Program (“**Program Coordinator**”).

2. DURATION OF APPOINTMENT

2.1 This appointment as a PGY1 Resident in the Program is for a one (1) year and two (2) week period commencing on June 10, 2024 and terminating on June 23, 2025, unless otherwise terminated as set forth herein. Clinical training will begin on June 24, 2024 and per ACGME requirements, will last fifty-two (52) weeks.

3. STIPEND AND BENEFITS

3.1 Capital Health will provide Resident with a stipend of \$63,655.20 (“**Stipend**”), commensurate with PGY level of training. The Stipend includes Resident’s compulsory attendance at all required orientation sessions prior to the first official day of clinical training.

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

3.3 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.

3.4 Stipend will terminate if this Agreement is terminated or not renewed, regardless of the reason.

3.5 The parties agree, subject to the terms and conditions of Capital Health's current benefit plans and policies, that the benefits furnished to Resident and other Capital Health employees such as health insurance and professional liability insurance, which are included below, are subject to change in the sole discretion of Capital Health to the fullest extent permitted by law. Information on all available benefits shall be available to Resident throughout the appointment.

3.6 An educational allowance for up to One Thousand Five Hundred Dollars (\$1,500.00) is available to Resident to use solely for purposes of Program approved 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.

4. PRE-PLACEMENT

4.1 Resident is aware of the policy of Capital Health that this Agreement and all offers of employment are contingent upon the successful completion of a pre-placement physical examination and satisfactory background check. 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. Capital Health will conduct a background screening that will include a criminal background check, sanction screening and other background research, as deemed necessary by Capital Health in its sole discretion.

5. MEALS

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

6. UNIFORMS

6.1 Capital Health will supply Resident with uniforms, according to specific Program preferences, upon entering the Program to be worn while on duty. 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 this Agreement, as determined by the Program.

7. PAID TIME OFF ("PTO")/VACATION

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

7.2 In addition to PTO, 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 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.

8. PROFESSIONAL LIABILITY INSURANCE

8.1 Capital Health shall provide 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.

9. HEALTH BENEFITS

9.1 Capital Health shall provide health, vision and dental insurance coverage for Resident and their family on the same basis as provided to its other employees according to Capital Health's Benefits Program Eligibility Policy, which can be accessed through PolicyStat or the assistance of the Program Coordinator. Employee Health and Corporate Health services of Capital Health shall be available to 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, Resident can seek to obtain coverage through healthcare.gov.

10. SICK LEAVE

10.1 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 the Graduate Medical Education ("GME") Resident Vacation and Other Leave(s) of Absence Policy and the Human Resources Policy Medical Leave of Absence (Non-FMLA), which can be accessed through PolicyStat or the assistance of the Program Coordinator, for illnesses that require more than seven (7) days away from clinical and training activities.

11. FAMILY/MEDICAL LEAVE

11.1 Family/Medical Leave is available in accordance with Capital Health's Human Resources Family/Medical Leave (FMLA/NJFLA) Policy and GME Resident Vacation and Other Leave(s) of Absence Policy, which can be accessed through PolicyStat or the assistance of the Program Coordinator.

12. CERTIFICATION BOARD ELIGIBILITY

12.1 Leaves of absence will result in extension of training to meet certification board requirements. Residents must be evaluated by the director of the Program ("**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, Resident must also 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.

13. TEMPORARY DISABILITY BENEFITS

13.1 Temporary disability benefits for residents unable to work due to illness or injury not related to employment are available in accordance with Capital Health's Human Resources Policy, which can be accessed through PolicyStat or the assistance of the Program Coordinator.

14. WORKERS' COMPENSATION INSURANCE

14.1 Benefits for residents involved in work-related incidents that result in injury or illness are available in accordance with Capital Health's Human Resources Policy, which can be accessed through PolicyStat or the assistance of the Program Coordinator.

15. CLINICAL AND EDUCATIONAL WORK

15.1 Resident will have the following work day:

- a) Resident will follow the Program block/assignment schedule. If Resident has patients whose care requires attention beyond their scheduled period of duty, Resident shall remain on duty until the patient may be left in the care of a covering resident physician;

- b) Resident will be provided with one (1) day in seven (7) free of all educational and clinical responsibilities according to specific specialty Program requirements, averaged over a four (4)-week period;
- c) Resident assignment schedule will provide for an eight (8) hour period free of educational and clinical activities between shifts;
- d) Resident is responsible for reporting accurate 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 Resident.

16. PHYSICIAN IMPAIRMENT

16.1 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 GME Impaired Resident Policy, which can be accessed through PolicyStat or the assistance of the Program Coordinator.

17. MENTAL HEALTH

17.1 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.

18. WORKPLACE HARASSMENT

18.1 It is the policy of Capital Health to prohibit workplace harassment of any type. This policy applies to all residents and all other employees and is further delineated in Human Resources Policy and GME Professionalism Policy, which can be accessed through PolicyStat or the assistance of the Program Coordinator.

19. EDUCATIONAL PROGRAM

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

19.2 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. RESPONSIBILITIES OF RESIDENT

20.1 Resident agrees as follows:

- a) If 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) Resident certifies that he/she has not been convicted of a felony, misdemeanor or crime of moral turpitude and is not excluded from the Medicare/Medicaid Program and from Federal Procurement and Non-Procurement Programs;
- c) 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;
- d) Resident will conform to the Program's and Capital Health's applicable policies, procedures, and regulations;
- e) Any patient care activities outside the Program ("**Moonlighting**") activities are at the discretion of the Program Director and must meet the criteria of GME Resident Outside Work – "**Moonlighting**" Policy, which can be accessed through PolicyStat or the

- assistance of the Program Coordinator. PGY1 Residents are not eligible to engage in Moonlighting, per ACGME Requirements;
- f) Resident agrees to comply with the Program Guidelines which will be made available to Resident and which may be revised at the discretion of the Program Director;
 - g) Resident is directly responsible to and reports to the Program Director;
 - h) 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;
 - i) Resident must develop a personal program of self-study, ethical conduct and professional growth with guidance from their faculty mentor;
 - j) Resident will participate in safe, effective, and compassionate patient care under supervision commensurate with his/her level of advancement and responsibility;
 - k) Resident will participate fully in the educational activities of the Program and, as required, assume responsibility for teaching and supervising other residents and students;
 - l) Resident will participate in Capital Health Medical Staff activities as appropriate and will adhere to established practices and policies of Capital Health and its Medical Staff as they apply to residents;
 - m) Resident will participate in institutional committees, councils, and conferences when called upon, especially those that relate to patient care review activities;
 - n) Resident will provide patient care in an efficient and effective manner.

21. GRIEVANCES

21.1 Capital Health will provide Resident with a fair and reasonable process to adjudicate complaints and grievances related to their work environment, issues related to the Program or its faculty, academic or disciplinary actions that could result in the non-renewal of Resident’s Agreement, non-promotion of Resident to the next level of training or other action that significantly affects Resident’s career development. In accordance with ACGME Institutional Requirements, Capital Health provides a grievance policy for residents, which can be accessed through PolicyStat or the assistance of the Program Coordinator. Resident agrees that Capital Health is the sole determiner of which of its policies, procedures, and processes are applicable to resolve complaints/grievances.

21.2 This Agreement may be terminated at any time if it is determined by the Clinical Competency Committee that Resident has not demonstrated a satisfactory level of competence in basic medical knowledge or patient management, or whenever the activity or professional conduct of Resident is considered to be lower than standards and aims of the Program or is deemed to be disruptive to the operations of the Program or of Capital Health. The decision of the Program may be appealed in the manner set forth in this Section 21.

21.3 Capital Health reserves the right to terminate this Agreement, or take other actions, including but not limited to suspension of Resident’s participation in the Program, if: a) Resident breaches any term or condition of this Agreement, b) it is discovered that material facts presented by Resident at the time of application or re-application are misleading or untrue, c) Resident violates the rules, regulations, policies or procedures of the Employee Handbook, Program, and/or any affiliated/sponsoring hospitals or training sites, d) Resident has been or is convicted of or enters a plea of guilty or nolo contendere to a felony or misdemeanor or any crime involving moral turpitude; e) Resident places the welfare of any patient in jeopardy, f) Resident is disciplined by a licensing board, g) Resident fails to obtain or maintain appropriate professional license or valid visa/work authorization, h) Resident is excluded from participation in, or sanctioned by, Medicare, Medicaid or other Federal or State public health program, or Federal Procurement or Non-Procurement Program, or i) Resident has an unapproved absence from the Program. The decisions of Capital Health may be appealed in the manner set forth in Section 21.

21.4 This Agreement may be terminated at any time by mutual consent of the parties. In the event of such termination, the Program shall determine the amount of credit, if any, toward satisfying ACGME residency education requirements to be awarded to Resident.

22. CONTRACT RENEWAL/PROMOTION TO SUBSEQUENT PGY LEVEL

22.1 Contract renewal is offered based on satisfactory attainment by Resident in the areas of patient care, medical knowledge, practice-based learning, communications, professionalism, and systems-based practice. Resident should review Specialty Milestone document published by the ACGME and provided to each resident for specific competency goals. Contract renewal is also based upon successful attainment of said 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 Resident's attainments and attitudes by the Program's Clinical Competency Committee and the Program Director. Resident must be in compliance with the Program's Promotion, Appointment Renewal and Dismissal policy to be eligible for promotion to subsequent PGY level. If Resident will be promoted to the next PGY level, then Capital Health will use reasonable efforts to issue any offers of contract renewals at least four (4) months prior to the expiration of this Agreement.

22.2 Written notification of non-renewal will be made no later than four (4) months prior to the expiration of this Agreement, unless circumstances leading to non-renewal occur less than four (4) months prior to the end of this Agreement. Any decision of non-renewal may be appealed in the manner set forth in Section 21.

23. MISCELLANEOUS

23.1 Capital Health 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 Interruption of Resident Training – Substantial Disruptions in Patient Care of Education, which can be accessed through PolicyStat or the assistance of the Program Coordinator.

23.2 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.

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

23.4 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.

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

23.6 This Agreement may be delivered by any form of electronic transmission (including e-mail with scan attachment), and signatures provided on the documents so delivered shall be considered originals for all purposes.

[Signatures to follow.]

To evidence the parties agreement to this Agreement, they have executed and delivered it on the date set forth below.

FOR RESIDENT:

Date

FOR THE PROGRAM:

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

Date

FOR CAPITAL HEALTH SYSTEM, INC.:

Robert Remstein, DO, FACP, MBA
Chief Academic Officer
ACGME Designated Institutional Official
CAPITAL HEALTH SYSTEM, INC.

Date

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

Date

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