HOUSESTAFF AGREEMENT

AGREEMENT made this __________ between Englewood Hospital and Medical Center hereinafter referred to as the “Medical Center” and ________________ hereinafter referred to as “Resident”. In consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. **TERM**

   The Resident will be employed at will by the Medical Center in the Internal Medicine Department in the classification indicated below. The current program year shall commence on _____ end on __________ in one of the following classification

   - PGY 1
   - PGY 2
   - PGY 3
   - PGY 4

2. **DUTIES**

   The Resident shall perform his/her duties hereunder and at all times conduct himself in compliance with and be fully subject to the Bylaws, Rules and Regulations of the Medical Center and its Medical Staff and the Medical Center’s House Staff Manual.

3. **COMPENSATION**

   During the current program year, the Medical Center shall compensate the Resident at the _______ level at the rate of $______ per annum, payable Bi-weekly by check.
4. **SUPERVISION OF THE RESIDENT**

The Resident shall at all times comply with the policies and procedure of the Medical Center. Supervision will be the responsibility of the Program Director of the Service to which the Resident is assigned. Additional supervision and direction will come from Medical Center management including, members of the attending staff, the Chief Resident and/or the senior resident as appropriate for the level of training of the individual resident.

The Resident recognizes that the annual review by the Program Director and his/her advisors will provide the primary basis for advancement and approval for future credentialing.

5. **PROFESSIONAL ACTIVITIES**

The Resident has the sole responsibility of guaranteeing compliance with the institutional policies and procedures governing resident duty hours worked, in compliance with the ACGME Common Program Requirements, Part VI.

The Resident shall not engage in any professional activities outside of his full-time Medical Center responsibilities unless authorized by the Program Director. In addition, these activities must not impinge upon the resident’s clinical performance and educational activities and the activity must be consistent with New Jersey State Health Code requirements.

Residents are never required to engage in moonlighting activities. Should residents wish to engage in such activities, they must obtain permission from their respective chairs of their intent to work additional hours as physician providing professional patient care services and they must have a New Jersey training permit or license. Please refer to the Medical Centers’ House Staff Manual for complete details.

6. **HOURS OF EMPLOYMENT**

The Resident shall perform his/her duties hereunder during such hours as the Director of Service may direct. The usual call schedules and schedule of assignments have been reviewed with the Resident and are available in the Department Director’s office.

7. **RESIDENT FACILITIES/SERVICES/FOOD SERVICES**

The Medical Center will provide on-call rooms during evening, night, weekend and Holiday duty hours. Uniforms are provided and laundered by the Medical Center. Meal tickets are provided during calls. Please refer to the Medical Centers’ House Staff Manual.
8. **LEAVE**

   A. **Vacation**

      The Resident shall be entitled to 24 days paid vacation leave. Vacation scheduling must be approved by the Director of Services after taking into consideration the staffing needs.

   B. **Medical or Other Leave**

      Sick Leave is earned at the rate of 1 day per month (a total of 12 days per year), to a cumulative maximum of 60 days. An extended leave of absence for medical or other reasons may extend residency training to meet ACGME training requirements. Residents must complete all training by the end of August of their graduating year in order to be Board eligible for that year. (Please refer to the Englewood Hospital and Medical Center House Staff Manual.)

9. **BENEFIT PROGRAMS**

   There is a benefit program available for Residents and their families. Hospitalization, basic and major medical as well as a dental plan are offered. The Resident is eligible for Workers’ Compensation benefits and New Jersey State short term disability benefits and long term disability. The Medical Center has the ability to provide the appropriate counseling services for medical and psychological support in the event of need. Anti-Harassment policies of the Medical Center apply to all employees including residents. In addition, the Professionals’ Assistance Program of New Jersey (PAPNJ) through the Medical Society of NJ offers programs for resident physicians who may suffer from disease or impairment. (Please see Medical Center’s Staff House Manual for information regarding the Employee Assistance Program.)

   The Medical Center reserves sole and exclusive discretion to alter or modify its plans of benefits. Affected parties would be advised of any such changes before they became effective.

   **Accommodations for Disabled Employees**

   In compliance with the Americans with Disabilities Act, the Medical Center will attempt to make reasonable accommodations for qualified disabled individuals. A committee consisting of representatives from Human Resources, Engineering Services, Facilities Design and Construction, Rehabilitation Medicine, and the department employing the individual, will explore and recommend appropriate accommodations for the School of
10. **PROFESSIONAL LIABILITY INSURANCE**

The Resident will be covered by the Medical Center’s professional liability insurance while employed by the Medical Center and while acting within the scope of that Resident’s duties. The hospital renews its policies annually. As long as the policies remain in force, it is not necessary to purchase a separate tail when residents leave their employment with Englewood. Please refer to the Medical Centers’ House Staff Manual.

11. **THE MEDICAL CENTER AGREES TO:**

A. A training program that meets the standards of the Essentials of Approved Residencies as prepared by the ACGME.

B. Provide assignments and rotations as reviewed with each Resident and documented in the narrative description of each particular residency program and department brochure. The assignments and rotations, and the narrative descriptions of the residency programs, are subject to change by the Medical Center at any time.

**THE RESIDENT AGREES TO:**

A. Perform to the best of his/her ability.

B. Conform to Medical Center and Departmental policies, procedures, guidelines, regulations, and the Medical Center House Staff Manual.

C. Develop a personal program of self-study and professional growth with guidance from the teaching staff.

D. Participate in safe, effective, compassionate patient care under supervision commensurate with their level of advancement and responsibility.

E. Participate fully in the educational activities of their program and, as required, assume responsibility for teaching and supervising other Residents and students.

F. Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures and policies of the Medical Center.

G. Participate in institutional committees and councils, particularly those relating patient care review activities and patient care.

H. Apply cost containment measures in the provision of patient care.
I. Recognize and adhere to the ethical principles and standards that are related to the care of patients and the concerns of their relatives, companions, and/or surrogates, other professional and allied health care providers and the community at large.

J. Be employed at will pursuant to the Medical Center’s House Staff Manual.

12. **REAPPOINTMENT**

The House Staff Officer will be reappointed to the next level of training at the Program Director’s sole, reasonable discretion. The Program Director will base the reappointment and promotion determinations on the House Staff Officer’s successful completion of his/her current training and the absence of pending Disciplinary Action against the House Staff Officer. House Staff Officers will be notified in writing at least four months before the expiration of their appointment (no later than March 1 for appointments commencing July 1) if their contracts are not to be renewed for the next year of a given residency program or if they will not be promoted to the next postgraduate year of training. Notifications of nonrenewal or nonpromotion will include the reasons for the action and are subject to the hearing rights found in the House Staff Manual. If a training program is discontinued his/her Program Director will assist the House Staff Officer in obtaining placement in another approved program.

13. **GRIEVANCES/TERMINATION**

Englewood Hospital and Medical Center shall comply with comprehensive, fair, and reasonable policies regarding grievance procedures and due process, where applicable. These policies minimize conflicts of interest in adjudication of grievances and include, but are not limited to, grievance procedures and due process for disciplinary actions taken against residents, for resident complaints and grievances related to the work environment, sexual and other harassment, discrimination, and accommodation of House Staff Officers with disabilities.

Any disputes over the application or termination of the Agreement shall be handled in accordance with the existing grievance procedure set forth in the House Staff Manual. Except in the case of misconduct by the Resident, the parties agree that neither party will terminate this Agreement without reasonable prior notice to the other party and without providing the other party the opportunity to discuss any differences in the interpretation or application of this agreement. It is understood and agreed that any disputes over alleged breach or termination of the Agreement must be submitted to the grievance procedure as the sole and exclusive remedy. The decision pursuant to the grievance procedure shall be final and binding on the parties.

This Agreement does not become effective until proper credentials and professional and/or general references have been received by the Medical Center. If any such documents are unacceptable to the Medical Center, this Agreement may be terminated.
without prior notice. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

**Disciplinary Action & Grievance Procedure**

A. Disciplinary Action: The Chief of Medicine, the Program Director, or the Hospital's Human Resources director may take disciplinary action, including termination for cause, against any House Staff Officer who:

1. Fails to demonstrate an acceptable level of professional competence, clinical judgment in the treatment of patients, or professionalism.

2. Commits an act that constitutes professional misconduct or a breach of professional ethics.

3. Fails to abide by the By-laws, Rules and Regulations, or policies of the Hospital or the Medical Staff.

4. Engages in any activities that are contrary to the welfare or safety of patients, employees, other physicians, or the Hospital. The House Staff Officer will be sent written notice of the disciplinary action together with a statement of the reasons therefore. If no request for a grievance procedure (see below) is made by the House Staff Officer, the disciplinary action shall become effective and final.

B. Grievance Procedure. A grievance shall be defined as a dispute regarding (a) the written interpretation or application of the terms of the individual contract or its conditions; or (b) a question regarding the non-renewal of the appointment of a House Staff Officer or (c) application or interpretation of Hospital policies and procedures. A grievance may be brought by an individual House Staff and should follow the following grievance procedure:

1. Within 10 calendar days of the occurrence giving rise to the grievance, the House Staff Officer with the grievance may present the grievance in writing and discuss the grievance with the Program Director. The Program Director will issue a written decision within 10 calendar days of the grievance meeting.

2. If the grievance is not resolved satisfactorily in Step A, the grievant may, within 15 calendar days after notification of the decision of the Program Director, present the grievance in writing to the Medical Education Committee for evaluation and determination. The Medical Education Committee will issue a written decision within 15 days of the grievance or grievance hearing.

3. Submissions of grievances in above steps must be in writing. The time limits set forth above will be strictly applied. Failure on the part of the grievant to
process the grievance within the above time limits will be deemed to establish agreement with the resolution in the prior steps or waiver of the grievance. Please refer to the Medical Centers’ House Staff Manual.

**Harassment**

Englewood Hospital and Medical Center is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, the harassment of employees by anyone, including any supervisor, co-worker, vendor, client, customer, or anyone else affiliated with the Medical Center will not be tolerated. Retaliation against anyone who has reported or complained of harassment is strictly forbidden. Please refer to the Medical Centers’ House Staff Manual.

**Conflicts of Interest and Related Matters**

The purpose of the Policy on Conflicts of Interest and Related Matters is to ensure that all institutional decisions are made solely to promote the best interests of Englewood Hospital and Medical Center and its patients without favor or preference based on personal considerations, and to provide for the highest ethical conduct with respect to the actions and business relationships of all trustees, House Staff, employees, and voluntary staff. All House Staff must review these policies and disclose any potential conflicts as provided by the policies. House Staff should also review the Englewood Hospital and Medical Center Code of Conduct and Business Ethics, which details guidelines for relationships with vendors (e.g., pharmaceutical companies). Violations of the Code of Conduct and Business Ethics can be reported confidentially by calling the Englewood Hospital and Medical Center Compliance Hotline at (800) 597-3227. Copies of the publications are available through the Office of Corporate Compliance. Please refer to the Medical Centers’ House Staff Manual.

14. **COMPLETE AGREEMENT**

This Agreement contains the complete agreement of the parties, and it supersedes all prior agreements and understandings. It may not be supplemented or modified except by a subsequent written agreement signed by both parties.

APPLICANT: _______________________________ DATE: ____________________

BY: ____________________________________ DATE: ____________________

Senior Vice President for Patients Care Services