

RESIDENT AGREEMENT

This Agreement, dated the ____ day of _____, 20__, by and between The Brooklyn Hospital Center, located at 121 DeKalb Avenue, Brooklyn, New York, 11201 (“TBHC”), and _____, ____ residing at _____ (the “Resident”), sets forth the terms and conditions of the Resident’s appointment by TBHC as a _____ (“Resident”) in TBHC’s graduate medical educational training program in _____ (the “Program”).

In consideration of the mutual promises contained herein and intending to be legally bound, TBHC and the Resident each agree as follows:

1. Terms of Appointment.

1.1 Commencement Date. Commencing on _____ (the “Commencement Date”) the Resident shall be appointed as a _____ at the post-graduate year (PGY) _____ level in the Program.

1.2 Term/Duration. This Agreement shall be effective for a period of ____ months, expiring on June 30, _____. Although the parties anticipate that the Resident’s appointment pursuant to this Agreement will continue for the ____-month term, this Agreement may be terminated by TBHC at any point in time for the grounds specified herein. The Resident may not terminate this Agreement without the prior written consent of TBHC’s Designated Institutional Official/Chief Academic Officer and the Program Director.

1.3 Conditions Precedent. As a condition precedent to appointment, the Resident must provide appropriate documentation to TBHC prior to the Commencement Date. This Agreement may be declared a nullity by TBHC and shall not become effective if the Resident fails to provide TBHC with all of the following documentation required for certification of eligibility:

1.3.1 An accurate and completed residency application.

1.3.2 Proof of legal employment status (i.e., birth certificate, passport, naturalization papers, valid visa, etc.).

1.3.3 A copy of Resident’s medical, dental, podiatry, and osteopathic school diploma.

1.3.4 An official medical, dental, podiatry, and osteopathic school transcript.

1.3.5 A Dean’s letter from the medical, dental, podiatry, and osteopathic school from which the Resident graduated.

1.3.6 If the Resident is an international medical school graduate, an original, current, and valid ECFMG Certificate.

1.3.7 Such other and further information that TBHC may request in connection with the Resident’s credentials.

2. Resident Responsibilities. In providing services and in participating in the activities of the Program, the Resident agrees to do the following:

2.1 Obey and adhere to the policies, practices, rules, bylaws, and the regulations (collectively the “Policies”) of TBHC. (This may include policies regarding health examinations and supplementary tests, which may include tests for drug use and/or alcohol abuse, as are deemed necessary by TBHC to ensure that the Resident is physically, mentally, and emotionally capable of performing essential duties and/or are otherwise necessary to the operation of TBHC.) Likewise, the Resident shall obey and adhere to the corresponding Policies of all of the facilities to which s/he rotates (collectively “participating institutions”).

2.2 Obey and comply with instructions and directions of the Program Director, Department Chairman, TBHC’s and participating institutions’ administrative leaders, members of the attending staff, and more senior residents.

2.3 Obey and adhere to all applicable state, federal, and local laws, as well as the standards required for TBHC and the participating institutions to maintain accreditation by the Joint Commission and for TBHC to maintain accreditation by the Accreditation Council of Graduate Medical Education (“ACGME”), Commission on Dental Accreditation (“CODA”), Council on Podiatric Medical Education (“CPME”) and the Residency Review Committee (“RRC”). Resident also agrees to obey and adhere to any other relevant rules or regulations imposed by accrediting, certifying, or licensing organizations.

2.4 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director and/or as necessary for the completion of applicable graduation requirements, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students, and participate in assigned TBHC/participating institutions’ medical staff committee activities.

2.5 Fulfill the educational requirements of the Program.

2.6 Use his or her best efforts to provide safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees, and visitors at TBHC, participating institutions, and other facilities.

2.7 Provide clinical services:

2.7.1 Commensurate with his/her level of advancement and responsibilities;

2.7.2 Under appropriate supervision;

2.7.3 At sites specifically approved by the Program; and

2.7.4 Under circumstances and at locations covered by TBHC’s professional liability insurance maintained for the Resident in accordance with Paragraph 5.7 below.

2.8 Develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty.

2.9 Acquire an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and GME training.

2.10 Fully cooperate with the Program and TBHC in coordinating and completing RRC and ACGME, CODA, and CPME accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, time cards, statistical operative and procedure logs, faculty and Program evaluations, and/or other documentation required by the RRC, ACGME, CODA, CPME, TBHC, the participating institutions, and/or Program.

2.11 Apply cost-containment measures in the provision of patient care consistent with the policies of TBHC, the participating institutions, and/or Program.

2.12 Cooperate fully with all TBHC's and participating institutions' surveys, reviews, and quality assurance and credentialing activities.

2.13 Cooperate fully with TBHC's "Anti-Discrimination and Anti-Harassment Policy" concerning sexual and other forms of harassment and all other human resources and all Policies. (See Attachment 1.)

2.14 Permit TBHC to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body, and the Resident covenants not to sue either TBHC, its officers, directors, or other personnel for doing so. This covenant shall survive termination or expiration of this Agreement.

Failure to comply with any of the provisions of this Paragraph 2 governing "Resident Responsibilities" shall constitute grounds for disciplinary action, including the Resident's suspension or termination from the Program (see Paragraph 7.0, below).

3.0 Institutional Responsibilities. TBHC has the following obligations:

3.1. Provide leadership, organizational structure, and resources to enable TBHC to achieve substantial compliance with the ACGME, CODA, CPME and all Institutional Requirements and to enable its ACGME-, CODA-, and CPME -accredited programs to achieve substantial compliance with Program Requirements. This includes providing an ethical, professional, and educational environment in which the curricular requirements as well as the applicable requirements for scholarly activity and the general competencies can be met. The regular assessment of the quality of the GME programs, the performance of their residents, and the use of outcome assessment results for program improvement are essential components of this commitment.

3.2 Provide the Residents with appropriate financial support and benefits to ensure that residents are able to fulfill the responsibilities of their educational programs. The GMEC will review stipend levels and benefit packages periodically, to assure appropriate support for the residents to obtain living quarters, meals, and other essential services. On-call rooms, electronic swipe card system in the cafeteria and uniform laundry will be provided. The attached Collective Bargaining Agreement (“CBA”) and Benefits Summary provide details about the financial support, benefits, and other terms of Resident’s appointment. (See Attachments 2 and 3, respectively.) Where there is any conflict between the Benefits Summary and the CBA, the CBA shall be controlling.

3.3 Harassment. Maintain an environment conducive to the health and well-being of all residents and to strictly enforce the “Anti-Discrimination and Anti-Harassment Policy.” (See Attachment 1.)

3.4 Supervision. Provide all residents with appropriate and adequate faculty and Medical Staff supervision for all educational and clinical activities.

3.5 Evaluation. Evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of all residents on a regular and periodic basis. The Program Director shall present to and discuss with the Resident a written summary of the evaluations at least once during each six month period of training and/or more frequently if required by the GMEC or RRC.

3.6 Counseling Services. Facilitate, through the Program Director, Faculty, and Institutional Director of Graduate Medical Education, resident access to the appropriate services. (See Attachment 3, Benefits Summary.)

3.7 Grievance Procedure. Provide a mechanism to fairly deal with academic or disciplinary actions, issues related to the Program or faculty, and concerns about the working environment. See Paragraph 7.9, below.

3.8 Physician Impairment. Provide the residents with TBHC’s “Impaired Resident Policy” for handling physician impairment, including impairment related to substance abuse. (See Attachment 4.)

3.9 Accommodation for Disabilities. Provide the residents with TBHC’s “Accommodating the Disabled Under the Americans with Disabilities Act (ADA) 1990, #C-170” Policy applicable to residents with disabilities. (See Attachment 5.)

3.10 Restrictive Covenants. Ensure that residents are never required to sign non-competition guarantees.

4.0 Duty Hours.

4.1 The Resident shall perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the “Resident Duty Hours and Supervision” Policy. (See Attachment 6.) Duty hours, although subject to modification and variation depending

upon the clinical area to which the Resident is assigned and/or exigent circumstances, shall be in accordance with state, federal, and ACGME, CODA, and CPME requirements.

4.2 If a scheduled duty assignment is inconsistent with this Agreement or the Duty Hours Policy, the Resident shall bring that inconsistency first to the attention of the Program Director for reconciliation or cure. If the Program Director does not reconcile or cure the inconsistency, it shall be the obligation of the Resident to notify the Institutional Director of Graduate Medical Education who shall take the necessary steps to reconcile or cure the raised inconsistency.

4.3 "Moonlighting" and other professional activities outside the program may be prohibited by any program; if moonlighting is not prohibited in Resident's Program, the Resident must adhere to "Moonlighting of Residents and Clinical Fellows" Policy and obtain the required prior approval before engaging in moonlighting. (See Attachment 7.)

5.0 Financial Support and Benefits. TBHC shall provide the Resident with financial support and benefits as follows:

5.1 Stipend: The annual stipend is established by and set forth in Article 2 of the CBA. Unless authorized by the Institutional Director of Graduate Medical Education, the Resident shall have no other source of compensation.

5.2 Vacation: TBHC will provide vacation and personal time to Resident as set forth in the attached Benefits Summary (Attachment 3) and Article 8 of the CBA (Attachment 2).

5.3 Sick Leave. TBHC will provide sick leave to Resident as set forth in the attached Benefits Summary (Attachment 3) and Article 7 of the CBA (Attachment 2).

5.4 Paternal, Maternity and Adoption Leave. Article 7 of the CBA regulates the use of this leave. (See Attachment 2.)

5.5 Parenthood Leave. Article 7 of the CBA regulates use of this leave (Attachment 2.)

5.6 Non-Medical Leaves. Article 7 of the CBA regulates the use of this leave. (See Attachment 2.)

5.7 Leaves of Absence. As set forth in the attached Benefits Summary (Attachment 3), the Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program Requirements and/or for Board certification requirements. The amount of sick leave, leave of absence, or disability time that will necessitate prolongation of the training time for the Resident shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board.

5.8 Professional Liability Insurance. TBHC shall provide the Resident with professional liability insurance coverage in accordance with Article 28 of the CBA, which provides a detailed summary of pertinent information regarding the coverage. (See Attachment 2.) Coverage shall exclude gross negligence or intentional acts. Coverage for activities occurring during the training period will be continued after the Resident leaves the Program ("tail coverage").

5.8.1 The Resident agrees to cooperate fully in any investigation, discovery, and defense that arises. The Resident's failure to cooperate may result in personal liability.

5.8.2 If the Resident receives, or anyone with whom the Resident works or resides receives on his/her behalf, any summons, complaint, subpoena, or court paper or filing of any kind relating to activities in connection with this Agreement or the Resident's activities at TBHC or any participating institution, the Resident agrees to report this receipt immediately to TBHC's Risk Management Department and submit the document received to that office.

5.8.3 The Resident agrees to cooperate fully with TBHC and any participating institution, as well as TBHC's and the participating institutions' Risk Management Departments, all attorneys retained by the offices, and all investigators, committees, and departments of TBHC and the participating institutions, particularly in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim; and/or (c) preparation for litigation whether or not the Resident is a named party to that litigation.

5.9 Health Insurance, Disability Insurance, Other Benefits. Additional covered benefits concerning health insurance, dental and vision insurance, disability insurance, life insurance, etc. are detailed in the CBA and Benefits Summary. (See Attachments 2 and 3.) Hospital and health insurance benefits are provided for the Resident and his/her family. Coverage for such benefits begins on the first recognized day of the Program.

5.10 Discontinuation of Benefits. TBHC reserves the right to modify or discontinue the plan of benefits set forth in attached Benefits Summary and/or CBA at any time.

6.0 Reappointment and Promotion. The duration of this Agreement is for a period of ____ months. Reappointment and/or promotion to the next level of training is in the sole discretion of the Program Director and is expressly contingent upon several factors, including but not limited to, the following: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement, the continuation of TBHC's and Program's accreditation by the ACGME, CODA, CPME, TBHC's financial ability, and in furtherance of TBHC's objectives.

6.1 Neither this Agreement nor the Resident's appointment hereunder constitute an option to renew or extend the Resident's appointment by TBHC or a benefit, promise, or other commitment that the Resident will be appointed as a resident for a period beyond the termination date of this Agreement.

6.2 Notice of Non-Reappointment or Non-Promotion. In the event the Program elects not to reappoint the Resident to the Program, as set forth in greater detail in Article 22 of the CBA (Attachment 2), first-year Residents shall be so notified in writing no less than six and one-half months prior to the end of the current period of appointment. In each subsequent year, Residents shall be so notified at least seven months prior to the end of the current period of appointment. Residents with contracts for less than twelve months shall be given notice of non-renewal by the first day after the expiration of one-half of the duration of such contract. Notice of "conditional non-renewals" may be issued by TBHC as set forth in the CBA (Attachment 2).

In the event the Program elects to reappoint but not to promote the Resident to the next level of training, the Program shall provide the Resident a written notice of intent no later than four months prior to the end of the current period of appointment.

If the primary reason(s) for the non-renewal or non-promotion occurs within the above-prescribed notice periods, the Program shall provide the Resident with as much written notice of the intent not to renew or not to promote as the circumstances will reasonably allow, prior to the end of the Agreement.

A resident in receipt of a notice of non-renewal or non-promotion is entitled to utilize the Institution's Grievance Procedures (see Paragraph 7.0, below).

6.3 Program Closure or Reduction. In the event of a closure or reduction in size of a training program, the policy provided in Article 24 of the CBA (Attachment 2), and policy # C-581, "Residency Program Closure and Downsizing" (Attachment 8), will be followed.

7.0 Grievance Procedures. The Resident is urged to first discuss any grievance with either the Program Director or Institutional Director of Graduate Medical Education. Issues can best be resolved at this stage and every effort should be made to achieve a mutually agreeable solution.

7.1 Work Environment. If a grievance regarding the work environment or issues related to the program or faculty cannot be resolved informally, the Grievance Procedure detailed in Article 19 of the CBA may be utilized. (See Attachment 2.)

7.2 Resident Discipline. During the term of this Agreement, the Resident's appointment is expressly conditioned upon satisfactory performance of all Program elements by the Resident. If the actions, conduct, or performance, professional or otherwise, of the Resident are deemed by the Program Director to be inconsistent with the terms of this Agreement, TBHC's or participating institutions' standards of patient care and patient welfare, or the objectives of TBHC, or if such actions, conduct, or performance reflects adversely on the Program or TBHC or the participating institutions, or disrupts operations at the Program or TBHC or the participating institutions, disciplinary action may be taken by TBHC in accordance with Article 20 of the CBA. No dismissal, demotion, suspension, probation (other than clinical) or non-renewal shall be imposed against Resident except for cause and until there has been an opportunity for a hearing before the Interns and Residents Grievance Committee. Probation for clinical reasons shall only be imposed against Resident in accordance with Article 20 of the CBA. (See Attachment 2.) The Resident acknowledges that under no circumstances shall he/she be entitled to the due process and hearing and appellate rights granted to physician members of the medical staff as described in any of TBHC's or participating institutions' medical staff bylaws.

Nothing herein or in the CBA shall restrict the authority of the Program Director, Chairman, the Institutional Director of Graduate Medical Education, the Chief Executive Officer, and Chief Medical Officer of TBHC and the participating institutions to summarily suspend, without prior notice or a hearing, all or any portion of the Resident's appointment granted by TBHC, whenever it is in good faith determined that the continued appointment of the Resident places the safety or health of patients or personnel in jeopardy or to prevent imminent or further disruption of the Program. Following such summary suspension, the Resident shall have the right to an appeal in accordance with Article 20 of the CBA.

8.0 Miscellaneous.

8.1 OBRA. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), the Resident agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

8.2 Entire Agreement. This Agreement, including the attachments and amendments thereto, contains the entire agreement and understanding between the parties and supersedes all prior agreements relating to the subject matter hereof, and may be modified only by a written instrument duly authorized and executed by both parties or as provided herein.

8.3 Notices. Any notices related to this Agreement shall be deemed proper if given in writing and hand delivered, sent via a reliable express or overnight delivery carrier, such as Federal Express, or mailed, registered or certified mail return receipt requested, with all postage or other charges prepaid and addressed as follows:

If to TBHC:

Address: House Staff Office
C/O Dolores J. Mendez
House Staff Director
The Brooklyn Hospital Center
121 De Kalb Avenue
Brooklyn, New York 11201

If to Resident:

Address: _____

8.4 This Agreement shall be governed by the laws of New York State.

8.5 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

8.6 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

RESIDENT:

THE BROOKLYN HOSPITAL CENTER:

Name of Resident (with suffix)

Armand P. Asarian, MD
Chief Academic Officer & DIO

Date: _____

Date: _____

Attachments

1. Anti-Discrimination and Anti-Harassment Policy: log onto mytbhc.org, click Policies, Manuals & Guidelines, then click Graduate Medical Education for a listing of policies (*)
2. Collective Bargaining Agreement: upon entering program
3. Benefits Summary: log onto tbh.org click for Professionals then, click, Graduate Medical Education
4. Impaired Resident Policy: (*)
5. Accommodating the Disabled Under the Americans with Disabilities Act (ADA) 1990 (*)
6. Resident Duty Hour and Supervision Policy (*)
7. Moonlighting of Residents and Clinical Fellows (*)
8. Residency Program Closure and Downsizing (*)
9. Salary Levels- House Staff Officers: log onto tbh.org click for Professionals then, click, Graduate Medical Education
10. Board Eligibility and Effect of Leave on Board Eligibility (*)

SAMPLE CONTRACT