



Robert Wood Johnson
Medical School

THIS AGREEMENT is made this _____ day of _____, 2017 at the City/Town
of _____ County of _____, State of New Jersey

BY AND BETWEEN

RUTGERS, the State University of New Jersey _____ **ROBERT WOOD JOHNSON MEDICAL SCHOOL**
(Hereinafter referred to as the "University"), and _____
M.D., D.O. (Circle Degree) (hereinafter referred to as the "RESIDENT")

In consideration of the mutual promises, covenants and agreements hereinafter contained, the parties do hereby agree as follows:

The University Agrees as Follows

1. To provide an educational program under standards established by the Accreditation Council for Graduate Medical Education (A.C.G.M.E.).
2. To appoint _____ to the position of _____ in the
(Name) (PGY Status)
Department of _____
(Name of Program/Division/Department)
3. This agreement is contingent upon the full compliance with the terms and conditions as stated in the Rutgers policy on Graduate Medical, Dental & Podiatry Education which defines the appointment process, advancement requirements and licensure requirements for residents/interns/fellows. This policy is incorporated herein and made a part of this Contractual Agreement.
4. The Duration of Appointment for this Agreement shall be for a period of one (1) year commencing on _____ and ending _____, unless terminated earlier pursuant to the terms of this Agreement or the terms of the Committee of Interns & Residents (CIR) Agreement.
5. The annual salary shall be \$ _____ the salary for PGY _____.
6. The annual Chief Resident supplement shall be \$ _____.
7. Insurance and Employee Benefits: Hospitalization insurance for individual and immediate family with New Jersey Blue Cross Shield, Rider J and Major Medical shall be provided effective the first day of the month following two months of employment (Health Insurance coverage is not automatic.) Each Individual is personally responsible for completing the necessary enrollment forms. Individual policies govern coverage for counseling, medical and psychological support services. (See Article IX of the CIR Agreement & Section II.2 of the GME Policy Manual.)
8. To provide Professional Liability Coverage, under the terms of the New Jersey State Tort Claims Act N.J.S.A. 59:1 et seq., and the Self Insurance Program of Rutgers. Such coverage is limited to activities, which are within the scope of the required training programs. Coverage is not provided for outside employment. (See Section II.2 of the GME Policy Manual.)
9. To provide vacation, sick leave, disability, leave of absence benefits and other benefits as specifically set forth in Article VI of the CIR Agreement, and Family Leave Act, Rutgers policy # 60.9.20 (See Sections IV.1 and II.2 of the GME Policy Manual.)
10. To ensure employment and educational opportunities and the provision of services are extended to individuals with handicaps and disabilities in accordance with the Americans with Disabilities Act (ADA) of 1990 and the Rehabilitation Act of 1973.
11. To provide policy on effect of leave for satisfying completion of Program. (See Sections IV.1 of the GME Policy Manual and section VI of the CIR Agreement.) Please refer to your individual program specialty board for eligibility requirements for board examinations.
12. To ensure due process of rights as set forth in Article XIII of the CIR Agreement for work related matters. Due process rights for academic matters shall be governed by due process procedures established for each of the respective schools and departments from which the residency emanates. (See Section I.4 of the GME Policy Manual.) Refer to GME policy I.7 for appeal of nonrenewal of contract.
13. To provide terms and conditions re: Physician Impairment and Substance Abuse as well as access to appropriate and confidential counseling, medical and psychological support services. (See: GME Policy Manual Section VIII.1 and VIII.2.)
14. To Provide sleeping facilities, meals, laundry for on-call resident. (See Article X, XI, & XVIII of the CIR Agreement, and Section II.3 of the GME Policy Manual.)
15. The resident shall perform duties as required by the program director and more specifically as outlined in the resident responsibilities in the Program Requirement to be provided by the Program Director (attached). This is incorporated herein and made a part of this contractual agreement. (See Section V.1 of the GME Policy Manual.)
16. Conditions for appointment/reappointment are stated in Rutgers policy on Graduate Medical, Dental & Podiatry Education; Excluded Individuals and Entities, & Section I.2 of the GME Policy Manual. Of particular note are the following sections:
 - a. Rutgers will not employ or enter into contracts with any individual or entity who is currently excluded by the Office of Inspector General (OIG) and/or the General Service Administration (GSA) from participation in Federal health care programs." Also, in the event that during the course of appointment, an individual becomes excluded by the OIG or GSA from participation in Federal health care programs, the individual's employment and/or contractual relationship shall be terminated.
 - b. The Housestaff agrees that this Contract is contingent upon completion of and the receipt by Rutgers of a consumer or investigative report, as those terms are defined in the Federal Credit Reporting Act, deemed favorable by Rutgers.
 - c. Compliance with the University's Housestaff Immunizations and Health Requirements policy is required as a condition of the contract.
17. The scope of practice shall be set by the program director and shall not exceed that established by state regulations.

(Board of Medical Examiners), residency practice guideline and Rutgers policy and protocol. The New Jersey State Board of Medical Examiner regulation N.J.A.C. 13:35-1.5 reads in pertinent part as follows:

"A registered resident may engage in the practice of medicine provided that such practice shall be confined to a hospital affiliated with the graduate medical

education program and outpatient facilities integrated into the curriculum of the program, under the supervision of licensed plenary physicians. All prescriptions and orders issued by registered residents in the inpatient setting shall be countersigned by either a licensed physician or permit holder, at the minimum upon the patient's discharge, or sooner if the Director so requires. All prescriptions issued by registered residents in the outpatient setting which are to be filled in a pharmacy outside a licensed health care facility shall be signed by a licensed physician."

"A permit holder may engage in the practice of medicine provided that such practice shall be confined to a hospital affiliated with the graduate medical education program and outpatient facilities integrated into the curriculum of the program, under the supervision of the licensed plenary physicians. Prescriptions and orders may be issued by permit holders in the inpatient setting without countersignature. All prescriptions issued by permit holders in the outpatient setting which are to be filled in a pharmacy outside of a licensed health care facility shall be signed by a licensed physician."

- 18. A PGY-1 Resident must be registered with the New Jersey State Board of Medical Examiners prior to the effective date of this agreement.
- 19. The Resident agrees to obtain a valid license or permit issued by the New Jersey State Board of Medical Examiners prior to the start of the PGY 2 academic year, in accordance with N.J.A.C. 13:35-1.5. Failure to complete the application process is cause for immediate termination of this agreement. (A Resident who has completed the licensure/permit application, yet the application is pending by the New Jersey State Board of Medical Examiners, is not subject to immediate termination).
- 20. The Resident agrees to immediately notify the School in the event of any future convictions, guilty pleas or no contest pleas to any crime, misdemeanor or other offense; and in the event of any future arrests, charges or investigations by any law enforcement authorities or professional licensing authority.

The Resident Agrees and Accepts the following:

- 1. To comply with the rules and regulations of Rutgers Robert Wood Johnson Medical School and Rutgers, The State University of New Jersey.
- 2. The appointment shall begin on the date set forth above.
- 3. Resident Responsibilities are defined by the University, the School, and the Department Chair.

Residents are expected to:

- (A) Develop a personal program of self study and professional growth with guidance from the teaching staff.
- (B) Participate in safe, effective and compassionate patient care under supervision, commensurate with their level of advancement and responsibility.
- (C) Participate fully in the educational activities of their program and, as required, assume responsibility for teaching and supervision of other residents and students.
- (D) Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the institutions.
- (E) Participate in institutional committees and councils, especially those that relate to patient care activities.
- (F) Apply cost containment measures in the provision of patient care.
- (G) Work in a constructive, cooperative, and professional manner with other health care professionals to further the University's goal to deliver quality health care to its patients.
- (H) Provide care to all patients assigned, regardless of diagnosis.

- 4. Any extramural employment shall be reported and must be approved in accordance with Rutgers policy, which governs outside employment prior to the commencement of the employment. Extramural employment shall not be Covered by the University's professional liability insurance. (See: GME Policy Manual Section III.1.)
- 5. For Conditions & Rutgers policy on Grievance Procedures for Housestaff refer to article XIII of the CIR Agreement, & Sections I.4, IV.1 of the GME Policy manual.
- 6. For University guidelines on resident duty hours and moonlighting refer to Section III of the GME Policy Manual and Article VIII of the CIR Agreement.
- 7. For the Rutgers policy on Sexual Harassment See: Rutgers policy # 60.1.12, and Section VIII.3 of the GME Policy Manual.
- 8. For the Rutgers policy on Closure/Reduction of Residency/Fellowship Program refer to article VII.H of the CIR Agreement and Section VII.1 of the GME Policy Manual.
- 9. Signify acceptance of this Agreement by signing below and returning all copies on or before _____

Date: _____

Signed by: _____
RESIDENT/FELLOW

Print Name: _____
RESIDENT/FELLOW

RECOMMENDED BY:

Program Director _____

Date: _____

Department Chair _____

Date: _____

APPROVED BY:

Dean or Designee: _____

Date: _____

The University is an affirmative action/equal opportunity employer

Useful Information:

Program Requirement:

Attached by each Program Director

*GME Policy Manual:

http://rwims.rutgers.edu/Education/GME/policies/policy_manual.html

Committee on Interns and Resident (CIR) Agreement (Contract):

http://rwims.rutgers.edu/Education/GME/for_residents/contract.html