

GRIFFIN HOSPITAL
Resident Agreement
Academic Year 2018-19

This Agreement is made as of _____ by and between Griffin Hospital_ having its principle place of business at 130 Division Street, Derby, Connecticut (hereinafter "Griffin"), and _____ (hereinafter "Resident").

WITNESSETH:

WHEREAS, Hospital has an internal medicine and preventive medicine residency training program accredited by the Accreditation Council on Graduate Medical Education; and

WHEREAS, Resident seeks graduate medical education training in Griffin Hospital's Residency Training Program (hereinafter the "Residency Program"); and

WHEREAS, Griffin desires to engage the services of the Resident in the Griffin's Residency Program, on the terms and conditions set forth herein; and

WHEREAS, Resident desires to provide such services on such terms and conditions.

NOW THEREFORE, in consideration of the premises and mutual promises set forth herein, the parties hereby covenant and agree as follows:

1. Duration of Appointment

Griffin offers and Resident accepts appointment as a PGY-____ level resident in Griffin's _____ Residency Training Program , commencing on _____ (hereinafter the "Commencement Date") and ending _____

2. Resident's Responsibilities and Duty Hours

The Program Director for the Residency Program shall determine Resident's duties and responsibilities, including Resident's hours of duty (which shall conform to the rules and regulations for duty hours established by the Accreditation Council for Graduate Medical Education and the Griffin Hospital Resident House Staff Manual).

Resident agrees to perform the duties and responsibilities required of him/her hereunder to the best of his/her abilities and at a satisfactory level of competence, as determined by the Program Director in consultation with the Clinical Competency Committee and Graduate Medical Education Committee.

Resident agrees to comply with all applicable policies, procedures, rules and regulations of Griffin, including any rules and regulations set forth in the Resident House Staff Manual. This shall include the Resident Line of Supervision policy, also located in the Resident House Staff Manual.

Resident shall maintain a regular or limited license to practice medicine in the State of Connecticut and a controlled substance registration as required by the State of Connecticut while performing his/her duties and responsibilities under this Agreement.

If Resident is a non-US citizen, Resident shall obtain a work visa from the appropriate federal agencies prior to commencing his/her residency training in the Residency Program. This contract is contingent upon this requirement being satisfied.

Residents shall attend Griffin's orientation program prior to starting in the Griffin's Residency Program. Attendance is mandatory for all new residents, and critical to ensure patient safety and quality of care.

Residents shall also complete all pre-employment medical screening and vaccination requirements, including a urine drug test, nicotine testing, history and physical examination, and back screening evaluation. Griffin Hospital has a mandatory flu vaccination policy for employees, which can be discussed at the time of your physical. Resident's pre-employment medical screening shall be performed at the Griffin Hospital Occupational Medicine Center.

Griffin reserves the right to postpone or deny Resident's admission to the Residency Program if Resident fails to attend Griffin's orientation program. Griffin also reserves the right to postpone, deny, or revoke Resident's admission to the Residency Program if Resident fails to successfully clear all pre-employment medical screening exams.

3. Griffin's Responsibilities

Griffin agrees to provide a Residency Program that meets the standards established by the Accreditation Council for Graduate Medical Education.

Griffin has established various policies and procedures to support Resident throughout the course of his/her training in the Residency Program. This includes information related to eligibility for specialty board examinations upon completion of Resident's training. The Griffin Hospital Resident House Staff Manual and the Griffin Hospital Personnel Manual contain the institution's policies that address the following:

- Confidential counseling services available to residents for medical and psychological support;
- Physician impairment, including impairment due to substance abuse;
- Sexual, gender, and other forms of harassment;
- Accommodations for residents with disabilities; and
- Closures and reductions in residency programs, including assistance Griffin will provide to Resident in the event either of these occur
- Due process and fair hearing for the redress of any grievances as described in the Resident House Staff Manual

4. Financial Support and Compensation

As the sole consideration to be received by Resident for the services to be provided hereunder, Griffin agrees to provide an annual salary of \$_____ for the training year covered by this Agreement, payable weekly and less applicable taxes. Resident shall also be entitled to:

- Paid vacation time of 4 weeks, which may be taken upon receipt of prior approval by the program director;
- Health, dental, and vision insurance for Resident, spouse, and his/her dependents, which benefits shall be effective on Resident's first day in Griffin's Residency Program (Resident should refer to the Griffin Hospital Personnel Manual or speak to the hospital's Human Resources Department for current options medical, dental, and vision insurance options);
- Life insurance (Resident should refer to the Griffin Hospital Personnel Manual or speak to the hospital's Human Resources Department for current options medical, dental, and vision insurance options);
- Access to disability insurance for disabilities resulting from activities that are part of the Residency Program (Resident should refer to the Griffin Hospital Personnel Manual or speak to the hospital's Human Resources Department for current options medical, dental, and vision insurance options);
- Professional liability insurance for alleged acts and omissions within the scope of the Residency Program. The professional liability insurance provided by Griffin shall provide for legal defense and protection against awards to third parties, including awards and claims reported or filed after Resident completes his/her training in the Residency Program.
- The Resident House Staff Manual provided to all residents at the commencement of training and available at all times in the Medical Education department contains written institutional policies on residents' vacation, professional leaves of absence, paternal leaves of absence, sick leaves of absence, the effect of leave for satisfying completion of the Residency Program, call quarters, meals and uniforms.

Griffin may, at its sole discretion, provide other benefits to residents from time to time.

No compensation of any kind or nature shall be paid to or accepted by Resident from patients or third parties for any services rendered pursuant to this agreement.

5. Moonlighting and Outside Activities

Resident shall not be required to engage in moonlighting activities.

Resident may not participate or engage in any outside remunerative work of any kind or nature whatsoever unless and until:

- Resident has a permanent license to practice medicine in Connecticut;

- Resident has presented Griffin with evidence of professional liability insurance for moonlighting or outside activities with limits of liability deemed acceptable by Griffin;
- Resident has agreed to indemnify and hold harmless Griffin from all losses and expenses resulting from or caused by such activities (either or both of which conditions may be waived by Hospital, in its sole discretion, if deemed appropriate in view of the activities in which resident seeks to engage) and provided Griffin with a written agreement evidencing such; and
- Prior written approval from the program director is first obtained and placed in Resident's file, it being understood that the program director may withhold or withdraw his /her consent at any time, as he/she in his/her sole discretion, deems appropriate.

Any moonlighting or outside activities undertaken by Resident are outside the scope of Resident's employment with Griffin and, as such, are not covered by the Hospital's professional liability or other insurance programs.

6. Conditions for Reappointment

The Clinical Competency Committee (Internal Medicine Residency Program) and the PM Competency Committee (Preventive Medicine Residency Program) and respective Program Director shall be responsible for reviewing and evaluating Resident's performance.

If Resident's performance is deemed unsatisfactory by the Residency Program's respective Competency Committee and program director, he/she will be notified by the program director. Competencies in which Resident's performance is deficient shall be discussed. Resident will be placed on a specifically designed remedial program to address unsatisfactory performance.

Resident's performance shall be formally reviewed at least twice per year by the respective competency committees. If Resident's performance is deemed satisfactory, Resident shall be eligible for reappointment the following year. If Resident's performance is deemed unsatisfactory, the respective competency committee may recommend adverse action up to and including non-renewal of contract, delayed promotion, or termination. In the event that competency committee and program director recommend an adverse action, GMEC shall approve such adverse action. Resident shall receive a written notice of intent no later than four months prior to the end of this Agreement. If the primary reason for non-renewal or non-promotion of Resident occurs within the four months prior to the end of this Agreement, Griffin will provide Resident with as much written notice of its intent not to renew or promote as circumstances will reasonably allow, prior to the end of the Agreement.

All residents in the Internal Medicine Training Program and Preventive Medicine Training Program must pass the USMLE Step 3 exam by January 31st of their first year of training as a condition for reappointment.

Resident may implement Residency Program's grievance procedures if he/she receives a written notice of intent from the Residency Program of non-renewal of appointment or not to promote Resident to the next level of training.

7. Academic and Disciplinary Actions

A determination by the competency committees and/or program director that Resident has substantially failed to fulfill any obligation under this Agreement may be cause for disciplinary action, up to and including termination or non-renewal of appointment. Any adverse action taken by the Residency Program against Resident shall be communicated to Resident in writing.

In the event that Resident's actions or failure to fulfill any obligation under this Agreement has caused or may have a serious adverse effect on patient care or Griffin's operations, Griffin may take immediate action to protect the interest of its patients and the institution. Such action taken by Griffin shall be effective immediately and subject to amendment pending the outcome of the hearing and review procedure should Resident elect to pursue this course of action.

8. Grievance procedures and Due Process

GMEC has established policies addressing grievance procedures and due process available to residents to assure an environment exists in which residents may raise and resolve issues (see Grievance Procedure, Due Process, and Fair Hearing Policies available in the Griffin Hospital Resident House Staff Manual). Residents are encouraged to try resolving complaints and grievances relating to duties and/or actions that could impact their contract or career development. When these efforts are unsuccessful, Griffin's grievance procedures and due process shall provide a fair and reasonable means for addressing these concerns while minimizing conflicts of interest.

9. Miscellaneous

This Agreement constitutes the entire agreement of the parties. All prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. The paragraph headings used herein are for convenience only and shall not be used in the construction or interpretation of this agreement. Any reference to the masculine or feminine genders shall be deemed to include the other.

Resident may not assign any of his/her rights, powers, duties or obligations hereunder without the express prior written approval of the Hospital.

In the event that the medical center chooses to close or reduce the number of residents in its sponsored programs, those residents in the program at the time of the decision will be allowed to complete their program if they continue to meet the policies for advancement and graduation.

10. Provisions Applying to Preventive Medicine Residents

Attached to this Agreement are provisions that apply to all Combined IM/PM and Preventive Medicine residents. These provisions, along with the other terms and conditions contained herein, are incorporated into this Agreement.

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GRIFFIN HOSPITAL

RESIDENT

By: Patrick Charmel
Its President and CEO

Date: _____

Date: _____

Provisions Applying to Preventive Medicine Residents

The provisions outlined in this section shall apply to all Preventive Medicine (PM) residents, whether they are in Griffin's Combined IM/PM Residency Training Program or Preventive Medicine only; both shall be collectively referred to as "PM residents" in this section.

Admission to a Masters in Public Health Program

PM residents are required to complete a Masters in Public Health (MPH) degree from the Yale School of Public Health to graduate from Griffin's PM residency program. All PM residents shall apply to the Yale School of Public Health, which requires taking the MCAT or GRE Examination. PM residents should take the GRE Examination prior to commencing their residency training as a PGY-1 resident. PM residents must apply to Yale School of Public Health in the Fall of their PGY-1 year and be admitted by March 30th of their PGY-1 year. Residents entering at PGY2 level should secure an admission at Yale School of Public Health before starting their residency. Failure to gain admission to the Yale School of Public Health within the required timeframe is a condition of this Residency Agreement and may result in termination or non-renewal of contract.

Griffin Hospital's PM Residency program and the Yale School of Public Health have developed an integrated program that provides PM residents with the coursework and competencies residents need for PM board eligibility. Having residents complete their MPH degree at the Yale School of Public Health also ensures residents are able to be present for ongoing PM training activities, including RAC meetings, clinic responsibilities, meetings, and lectures. PM residents are not allowed to complete their MPH degree at another MPH program unless there are extenuating circumstances outside of the resident's control that would prohibit the resident from attending the Yale School of Public Health. In these situations, residents must receive prior written approval from the PM Residency Program Director before applying to another school. See "Preventive Medicine Residents Applying to Other Programs" below for more details.

Residents accepted into the Preventive Medicine Residency Program who have already completed a Masters in Public Health degree may be exempted from this requirement at the discretion of the PM Residency Program Director.

PM residents understand that admission to the Yale MPH program is independent of the residency program. PM residents are not guaranteed admission to the Yale School of Public Health. PM residents are responsible for completing all required steps in the timeframes outlined in this Residency Agreement to be accepted into Yale's MPH program.

Denial from the Yale School of Public Health

PM residents who fail to gain admission by March 30th of their PGY-1 year might not be offered a PGY-2 contract. If the program, at its discretion, decides to offer a PGY-2 contract to a PM resident who has failed to gain admission to the Yale School of Public Health, the PM Residency Program Director will work with the resident to improve his/her qualifications, which might also require the resident to retake the GRE before reapplying for admission to the Yale School of Public Health.

The PM Residency Program Director may also give PM residents who fail to gain admission to the Yale School of Public Health have the option to take key courses at the Yale School of Public Health to demonstrate their proficiency and strengthen their qualifications during the reapplication

process. PM residents who choose to take classes as a non-matriculated student will be charged tuition on a per credit basis. PM residents will be responsible for paying their tuition on a per credit basis. No part of this tuition will be reimbursed by Griffin.

Once the PM resident is admitted to the Yale MPH program, Griffin agrees to pay for the resident's tuition equivalent to two semesters as a matriculated student. Tuition paid by resident as non-matriculated student in efforts to gain admission to Yale will not be reimbursed.

Preventive Medicine Residents Applying to Other Programs

PM residents who fail to gain admission to the Yale School of Public Health are in violation of the terms of this Residency Agreement and, at the program's discretion, might not be offered a contract for next training year. If the PM resident fulfills all of his/her obligations in a timely manner and fails to gain admission to the Yale School of Public Health, but is offered a contract for the following training year, the PM Residency Program Director may permit the PM resident to seek admission to another public health masters program within the State of Connecticut. PM residents must receive written permission from the PM Residency Program Director before applying to another school. Griffin will pay for the MPH tuition expenses for PM residents accepted to another MPH program, provided they have received prior approval from the PM Residency Program Director and they are enrolled as a matriculated student. The total tuition fees Griffin will pay shall not exceed the tuition amount paid for a student at the Yale School of Public Health. Residents must attend all required educational activities at Griffin while completing their MPH coursework. Failure to attend all required meetings, lectures, and other training activities without the PM Residency Program Director's prior consent will be treated like other unapproved absences and will result in disciplinary action.

Tuition and Fees

Griffin shall pay in full the tuition expenses billed by the Yale School of Public Health for the MPH program. PM residents will be responsible for the cost of supplementary materials, including books. PM residents must remain matriculated students in good standing at the Yale School of Public Health, which is a condition of this Residency Agreement and may result in termination or non-renewal of contract.

Griffin agrees to pay or reimburse the "seat deposit" and "student activity fee" for PM residents. PM residents agree to forward any bills or receipt of payment to the Residency Coordinator in a timely manner.

If the academic performance of any PM resident during MPH coursework is deemed unsatisfactory by the PM Program Director and/or the PM Competency Committee, Griffin reserves the right not to pay the tuition fees for that particular PM resident. Unsatisfactory performance includes, but is not limited to, a PM resident receiving a failing grade in key coursework such as Epidemiology or Biostatistics. Griffin also reserves the right not to pay the tuition fees for any PM resident whose conduct or performance during his/her MPH coursework results in disciplinary action or dismissal from institution.

Any PM resident who withdraws from Griffin's residency training program before completing the program may be responsible for reimbursing Griffin the total amount that has been paid to the Yale School of Public Health on their behalf. Griffin shall not require PM residents to reimburse Griffin for tuition expenses paid on a resident's behalf if Griffin's residency program closes or the MPH program at the Yale School of Public Health closes. Any other exceptions must be granted

in writing by the PM Residency Director and shall be approved by the Graduate Medical Education Committee. PM residents shall be responsible for repaying tuition expenses in other circumstances, including but not limited to personal choice, poor performance resulting in dismissal from the residency program, voluntary withdrawal from the program for family circumstances, change in spouse's job or location, and family changes.

If a PM resident drops a course before completion, thereby creating an additional financial obligation to pay additional tuition, Griffin may require the PM resident to pay the additional tuition directly or collect such additional tuition from the PM resident. Any exceptions to this must be granted in writing by the PM Residency Advisory Committee and shall be approved by the Graduate Medical Education Committee.

Other Provisions

For PM Residents who have already earned a MPH degree prior to commencing their training in the Griffin Hospital PM Residency Program, Griffin shall pay the tuition, "seat deposit" and "student activity fee" at the Yale School of Public Health if there is coursework the PM resident is required to complete to meet Griffin's program requirements.

PM residents agree to fully comply with the policies and procedures of the Department of Medical Education and the House Staff Manual when completing their MPH coursework. PM residents understand that their actions at other institutions reflect on the Griffin Hospital's PM Residency Training Program. Griffin shall take any disciplinary action that it deems necessary and appropriate when resident conduct fails to meet the ethical and professional standards of the Department of Medical Education.

Addendum revised 4/13/2017