



## EMPLOYMENT AGREEMENT FOR FAMILY MEDICINE RESIDENTS

Dear \_\_\_\_\_,

On behalf of the Hunterdon Healthcare System, I am pleased to extend this conditional offer of employment for the position of Family Medicine Resident. Your position is that of full-time exempt Family Medicine Resident. Upon receipt of your acceptance of this employment offer, a representative of the Human Resources and Development Department will contact you to arrange for your attendance at New Employee Orientation, to be scheduled, based upon your expected start date. Prior to the start of employment, you will need to complete a pre-placement physical evaluation with the Occupational Health Services Department.

We reserve the right to rely upon information obtained in accordance with our background investigation policy in evaluating your suitability for employment. You may also be denied employment if your name appears on the Office of Inspector General's list of excluded individuals/entities.

**I Commitment Period and Compensation** This will confirm your acceptance as a First Year Trainee in the three-year Family Practice Residency Program at Hunterdon Medical Center. The expectation is that residents entering the program will complete the program at Hunterdon in three years. You will have an orientation beginning on **XXXXXXXX** for which you will receive compensation. Your first regular day of employment will begin **XXXXXX** and terminate **XXXXXX**. Your bi-weekly (every 2 weeks) compensation for this exempt position will be **\$2,384.80** as a first year resident. If your appointment is renewed and you are promoted to the second and third years, respectively, your bi-weekly compensation will be **\$2,461.60** as a second year resident, and **\$2,576.80** as a third year resident. After the first year of your employment as a resident, reappointment and promotion to subsequent years will be dependent upon satisfactory progress in education and satisfactory performance of all duties.

There is no automatic right of annual renewal or extension of this Agreement, and any renewal or extension requires successful advancement by you to the next level of training in accordance with the policies and procedures of the Family Practice Residency Program and written notice from Hunterdon Healthcare System to you of such successful advancement. You acknowledge that advancement to the next level of training is not automatic. Advancement is based upon the determination of the Program Director that you have achieved a level of competence, both academically and clinically, commensurate with the higher level. Without limitation on the foregoing, you understand and agree that all residents in the Family Practice Residency Program are required: (a) to take the USMLE or COMLEX step 3 by the end of their first year and pass this test to be eligible for promotion to the third year of residency, with a failure to pass this exam by the start of the third year of residency being a cause for termination; (b) complete eligibility requirements as put forth by the ABFM; and (c) to take the ABFM certifying examination prior to graduation from residency. Osteopathic residents will additionally take the AOBFP certifying examination prior to graduation from residency.

**II I-9 Compliance/ Verification of Education and Licensure** The Federal Immigration Reform and Control Act of 1986 requires us to verify the identity and employment eligibility of all individuals at the time of hire. Therefore, your employment is contingent upon your ability to provide the appropriate documentation for indicating identity and employment eligibility. Acceptable forms of identification include, but are not limited to: a) Passport or Alien Registration card, or b) Driver's License and either your Social Security Card or Birth Certificate. Failure to provide identification documents within three business days of your first day of employment may result in revocation of your employment offer. We are also required to obtain verification of education and current licensure, as applicable. Please be prepared to provide the appropriate documents at New Employee Orientation. In addition, the New Jersey State Board of Medical Examiners requires a collection of documents for primary source verification for all residents entering their PGY II year in order to obtain a Training Permit. These documents must be completed and sent to the program no later than June 1, 2023.

**III Pre-placement Physical** Hunterdon Medical Center requires all employees to complete a pre-placement physical examination. Your physical examination will be scheduled for a date to be determined prior to the date of orientation. The physical examination is designed to assess your ability to perform the essential functions of the job for which you have applied and to determine whether accommodations are appropriate or required. Drug testing will also be performed at this time. This information is confidential and it will be part of your employee health record. It will only be used in connection with employment and work assignment. Failure to meet the pre-placement physical requirements may result in a delay in your employment, or in a revocation of the employment offer.

**IV Duty Schedules** Work hour requirements will not exceed ACGME limits. Residents must comply with the ACGME Duty Hours regulations. Service Rotations and duties are described in the Residency Program's Policy and Procedure Manual, as "on call activities." Call does not technically occur in the PGY-1 year, but you will be required to have duty at night on some rotations rather than day, and you will have weekend duty either day or night approximately every other weekend. The frequency of call is dependent upon the "Night Team" schedule in the PGY-2 and PGY-3 year as well as weekend call and is in compliance with ACGME rules. Work and call hours are subject to change in accordance with the needs of the Family Practice Residency Program. Residents must comply with the moonlighting policy.

**V Paid Time Off** Hunterdon Medical Center provides a generous Paid Time Off Program (PTO), under which you will accrue twenty four ( 24 ) days per year as a first, second, and third year resident. PTO is accrued on a bi-weekly basis. PTO does not accrue when you are out on a leave of absence. PTO is to be used for holidays, vacation, short-term illness, and personal reasons. Paid time off shall be taken at such time, or times as may be mutually agreeable between the physician and the Director of the Family Practice Residency Program.

In addition to the Paid Time Off Program, you will accrue seven (7) days per year in an Extended Leave Bank. This time may be used for a personal illness exceeding three (3) consecutive work days, except in cases of a Workers' Compensation incident, or absence as part of an authorized maternity/paternity leave, for which the Extended Leave Bank can be utilized immediately. Extended leave hours accumulate on a per pay-period basis. Extended leave does not accrue when you are out on a leave of absence. Hours available to you in your extended leave bank will be indicated in Kronos, our payroll program. Paid time from the extended leave bank will be used to supplement NJ disability payments, when applicable. Compensation for unused time in the Extended Leave Bank is not payable upon separation.

No more than 1 month (20 rotation days) per calendar year may be taken away from the program. More than 1 month away from the residency must be reported to the ABFM and may require an extension of your residency. In some circumstances a variance can be applied for by the residency, but will need approval by the ABFM and made in accordance to ACGME standards.

**VI Educational Reimbursement** There is an allowance of one week per year meeting time with an educational stipend of \$625 per year to offset meeting expenses or educational materials. Allowable utilization of the stipend is described in the policies & procedures of the Family Medicine Residency.

**VII Benefits** Employer sponsored benefits with bi-weekly employee contributions beginning the first of month following your 60 day period of employment for the employee and eligible dependents:

- Group Medical and Prescription Insurance (*choice of 2 plans*)
- Dental Insurance (*choice of 2 plans*)

Benefits fully paid by employer include – summary provided of pertinent information

- Professional Liability Insurance
- Term Life Insurance
- Term Long Term Disability Insurance
- New Jersey Licensure Fee (*initial licensure only*)

Voluntary Benefits include:

- Vision
- Car and Homeowners Insurance Program (*Metpay and NJM*)
- Flexible Spending Account or Health Savings Account
- Supplemental Disability Insurance
- Supplemental Life Insurance
- Legal Services

“COBRA” Upon termination of employment, employees are issued the right to continue coverage in their group plans for up to an 18-month period at the full cost of the plan premiums (plus a 2% administrative fee.)

**VIII The Medical Center agrees to provide:** a) a suitable environment for medical education experience, including on-call rooms and meals while on call in the hospital; b) a training program that meets the standards set forth by the Accreditation Council for Graduate Medical Education for family medicine residency education. The ACGME requirements are binding on both the Medical Center and the resident and are not subject to negotiation; c) Evaluation of the knowledge, skills and professional growth of the trainee at least semi-annually.

**The Trainee Agrees:** a) to meet the educational requirements of the program and to provide safe, effective, and compassionate care under the supervision of residency faculty; to perform satisfactorily and to the best of his/her ability the customary duties and responsibilities of the traineeship, including but not limited to, the major duties and responsibilities noted in the job summary for family medicine residents, keeping charts, records, and reports signed and up to date; b) to comply with state and federal laws and regulations, Medical Staff bylaws, and established Medical Center policies and procedures governing trainees and all Medical Center employees that are not inconsistent with the Agreement; and c) not to engage in any outside remunerative work without specific authorization from the Program Director; d) to register for and to take the American Board of Family Medicine Board Certification Exam as a third year resident and to provide the program with the scores of the examination when they are received by the resident. Osteopathic residents will additionally register and take the American Osteopathic Board of Family Physicians Certification Exam as a third year resident and provide the program with the examination score upon receipt by the resident; and e) Osteopathic Residents will be appointed to the ACGME Osteopathic Recognition Program upon matriculation.

**Employment Policies and Procedures** The trainee or Family Practice Resident is expected to comply with all Human Resources and Development policies and procedures including but not limited to the following:

- Disciplinary Action/Discharge
- Complaint Resolution Procedure (“Due Process”)/ (“Grievance Procedure”)
- Equal Employment Opportunity
- Sexual and other Forms of Harassment
- Confidentiality
- Standard of Conduct
- Leave of Absence
- Employee Assistance Program

The Family Practice Resident is encouraged to familiarize his or herself with the information contained in the Medical Center’s Employee Reference Guide.

**IX Reduction or Closure of the Residency Program** In the event that Hunterdon Medical Center determines that it cannot, for educational, financial, or any other reasons, or that it chooses not to continue the Family Practice Residency Program or reduce the size of the program, Hunterdon Medical Center will notify the Residency Director and the residents at the earliest possible time, so that arrangements can be made to continue the residents’ education at alternative sites. Hunterdon Medical Center will not recruit or hire any residents after the date that the program is notified of termination. Hunterdon Medical Center will work diligently to find alternate residencies for any residents who are in the first year at the time the program is terminated. If no alternatives can be found, Hunterdon Medical Center will continue the program until these residents have graduated. If all first-year residents have been placed in other programs, Hunterdon Medical Center will continue the program until all residents who are in the second-year class at the time the decision is made to terminate the program have graduated or have withdrawn from the program. Hunterdon Medical Center will also ensure that the program’s faculty consists of at least the Director of the Family Practice Residency Program and one additional full-time faculty member until the last residents have graduated. This policy is consistent with the ACGME and AOA’s requirement for the reduction in size or closure of residency programs.

**X Employment Subject To Annual Renewal** This Agreement serves as a confirmation of your acceptance of employment for the first year of your residency program. Your employment with Hunterdon Medical Center shall be subject to the hospital and departmental terms, policies and procedures. The Parties have entered into the Agreement in good faith and acknowledge their respective ethical and legal obligations to fulfill this Agreement until the completion of the resident’s third year in the program, except in the cases where the resident is unable to do so because of incapacitating illness, instances involving misconduct,

unsatisfactory performance of duties or for failure to progress in medical knowledge and skills.

The Parties further agree that under no circumstances will either Party terminate this Agreement prior to its expiration date without prior notice and without providing the other Party the opportunity to discuss freely any differences, dissatisfactions or grievances that may exist. If he/she so desires, the resident may select a member of the staff to accompany him/her and to participate in the discussion.

Non-renewal of Agreements of Appointment: The Hunterdon Medical Center will notify the resident with a written notice of intent not to renew a resident's agreement of appointment no later than four months prior to the end of the resident's current agreement of appointment. However, if the primary reason(s) for the non-renewal occur(s) within the four months prior to the end of the agreement of appointment, the Hunterdon Medical Center will provide the resident with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the agreement of appointment. Residents may implement the Hunterdon Medical Center's complaint resolution procedures as addressed in the Hunterdon Medical Center Human Resources Policy and Procedure Manual when they have received a written notice of intent not to renew their agreements of appointment.

If this Agreement is terminated, the Director must submit an explanatory statement to the American Board of Family Practice and the New Jersey State Board of Medical Examiners. If applicable, the program will also submit an explanatory statement to the American Osteopathic Board of Family Physicians.

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