

HOUSE STAFF RESIDENT AND FELLOW AGREEMENT

In accordance with the eligibility requirements for a House Staff Resident/Fellow (physician), as outlined by the Accreditation Council on Graduate Medical Education (ACGME) under the Section on Resident Eligibility and Selection in the Essentials of Accredited Residencies in Graduate Medical Education:

_____ is appointed as a _____ at PGY
level _____
(First Name, Last Name) (Resident or Fellow)

in _____ for a 12-month period of _____ to _____
(Residency or Fellowship Program Name) Month/Day/Year
Month/Day/Year

By signing this Agreement, you accept the above appointment and become an employee of Hartford Hospital as of the date your 12-month program appointment begins, subject to the terms and conditions contained in this Agreement. Your employment with Hartford Hospital does not alter your relationship with your residency/fellowship program and is expressly contingent upon you remaining in good standing in your program. All decisions about the academic aspects of your program will be governed by your Program Director and the Graduate Medical Education (GME) Office. Your appointment is also governed by all of the Hartford Hospital and GME policies, privileges, procedures, and responsibilities, including the House Staff Manual, as outlined in the accompanying material and at your Institutional and program orientations. GME polices along with the House Staff Manual can be accessed here: <https://hartfordhospital.org/health-professionals/education/residencies-fellowships/about>

Appointment/Employment Contingencies: This appointment and your employment with Hartford Hospital is contingent upon you successfully completing all prerequisites which may include medical school or residency/fellowship; passing a pre-employment screening, physical examination, providing documentation of meeting all required vaccines recommended for healthcare workers, including up-to-date COVID-19 vaccination and an annual influenza vaccination, unless they have been granted a medical or religious exemption by Hartford Hospital, passing a drug screening test, passing a criminal background check, fingerprinting, DCF background check, TB skin testing, and providing appropriate United States Medical Licensing Exams (USMLE), Comprehensive Osteopathic Medical Licensing Examination (COMLEX), or equivalent examination; and completing any other employment requirements specific to your position or program.

Resident/Fellow Responsibilities:

1. Review and agree to comply with all Hartford Hospital and GME policies, privileges, procedures, and responsibilities, including the House Staff Manual, as outlined in the accompanying material and at your Institutional and program orientations. Applicable GME policies, including the House Staff Manual may be accessed prior to orientation here: <https://hartfordhospital.org/health-professionals/education/residencies-fellowships/about>
2. Not receive any fees from patients for services rendered in connection with the resident or fellow’s responsibilities as a house staff resident or fellow.
3. To fulfill all responsibilities as a house staff physician which involves a combination of supervised, progressively more complex and independent patient evaluation and management functions as well as formal educational activities.

4. Acknowledge that the house staff resident and fellow's level of competence and qualifications for advancement and reappointment is determined by the Program Director with regularly occurring performance evaluations.
5. Participation in safe, effective, and compassionate patient care.
6. Additional responsibilities include, but are not limited to:
 - develop an understanding of ethical, socioeconomic, and medical/legal issues
 - apply cost containment measures in the provision of patient care
 - participate in the educational activities of the training program
 - as appropriate, assumption of responsibility for teaching and supervising residents and students
 - participation in institutional orientation, educational assigned programs, and other activities involving attending staff
 - participation in institutional committees
 - compliance with applicable State of Connecticut licensure requirements

Hartford Hospital Agrees to Provide:

Annual Stipend: \$ _____ (First year's annual stipend include any required orientation period) On-call In-house meal allowance (if applicable)

Vacation Time: Fifteen days (15 business days and scheduled under specific individual program guidelines) per program year. Vacation time cannot be accrued. There is no compensation for days not used.

Paid Educational/Professional Time: Up to five days (5 business days) is provided and must be approved and arranged through the Program Director. Educational/Professional time cannot be accrued. The paid educational time can be used as additional vacation time and approved by Program Director. Educational/Professional time does not accrue, and cannot be carried over into a new program year. Unused Educational/Professional time will not be paid out to residents or fellows.

Institutional Leave: Institutional leave may be granted by the Program Director in accordance with Hospital policy. If the leave is for an extended period of time, the program requirements may not be fulfilled as defined by the specific Residency Review Committee and Specialty Board. Extended leave can impact the criteria for satisfactory completion of the program and upon a resident's/fellow's eligibility to participate in examinations by the relevant certifying board(s). Information is available here:

<https://hartfordhospital.org/health-professionals/education/residencies-fellowships/about>.

Paid Sick Leave: Ten days of sick leave are allowed for each academic year. An additional five days of paid sick leave may be given at the discretion of the Program Director. Sick leave does not accrue, and cannot be carried over into a new program year. Unused sick leave will not be paid out to residents or fellows. Sick leave should only be taken when an individual is ill and unable to work. In the event of serious injury or prolonged illness additional leave may be granted. Extended leave may impact the criteria for satisfactory completion of the program and upon a resident's/fellow's eligibility to participate in examinations by the relevant certifying board. An extended period of leave may extend the duration of the individual's residency or fellowship program and will be at the discretion of the Program Director.

Family and Medical Leave: Family and Medical Leave, including parental leave for birth or adoption of a child, is provided in accordance with the GME *Vacation, Sick, Educational, and Leaves of Absence Policy*, available here: <https://hartfordhospital.org/health-professionals/education/residencies-fellowships/about>

Counseling and Support Services: A Resident or Fellow who wishes to seek *confidential free* counseling services for themselves and/or immediate family are encouraged to call the Assessment Center at 860-545-7200 located on the South Campus. The Center Staff are available on a twenty-four hour, seven-day week basis. Residents and Fellows are encouraged to select a primary care physician for themselves and their families' medical needs. In emergencies, the Resident or Fellow is encouraged to use either the Emergency Department or the Rapid Assessment facility adjacent to the Emergency Department. At orientation, the process and policy for support services are provided. Program directors are advised to emphasize the same at their program's individual orientation. Residents and Fellows may also see seek confidential counseling services for themselves and/or immediate families be accessing the free, Solutions Employee Assistance Program (EAP) at 860-972-2530 or 1-800-526-3485 on a twenty-four hour, seven-day week basis. Offices are located on campus and throughout the state and in Massachusetts. The EAP counselor provides short-term *counseling and guidance (up to 3 sessions)*. If ongoing or specialized services are needed, the counselor will refer the resident to several resources that have been screened and evaluated. The counselor will follow-up with the Resident or Fellow. Solutions EAP also provides Critical Incident Stress Management (CISM) services, consults and workshops for teams or departments.

Medical Support Services: Residents/fellows are encouraged to select a primary care physician for themselves and their families' medical needs. In emergencies, the resident/fellow is encouraged to use either the Emergency Department or contact Colleague Health for non-emergencies.

Impairment and Substance Abuse: If a resident/fellow has an identified substance abuse or mental health impairment, the resident/fellow may be referred to the HAVEN which conducts programs for impaired healthcare workers for Hartford Hospital. HAVEN may make recommendations about further treatment and will work with the EAP program, the GME Office and the Program Director in identifying whether or not the resident/fellow is able to safely resume their duties. Information can be accessed thru: <https://hartfordhospital.org/health-professionals/education/residencies-fellowships/about>.

Professional Liability Insurance: You will be covered for any professional liability/medical malpractice claims, lawsuits or other similar matters brought against you arising from your professional services within the scope of your assigned employment duties for or on behalf of Hartford Hospital. The insurance protection is provided under same insurance coverage and limits that apply to the Hartford Hospital. Upon termination of your employment, you will be covered in perpetuity for your prior acts (a.k.a. tail coverage) meaning you are covered for any claims, lawsuits or other similar matters brought against you after your termination that relate to your professional services within the scope of your employment duties performed while employed. A certificate of insurance detailing your liability coverage can be provided upon request. .

Health, Dental and Vision Insurance: Benefits described are based on the information at the time this appointment is issued. See the policies and procedure for further details. Medical, dental and vision insurance is effective on July 1 for all academic year hires. For off-cycle start dates, coverage begins on the day of hire. The details of plans are provided prior to commencement of employment. For all J-1 exchange visitors and accompanying J-2 dependents coverage will be in accordance with the U.S. Code of Federal Regulations (22 CFR 62.14 and J-1 Visa holders with participate in an international plan. For additional information please refer to the GME *Vacation, Sick, Educational, and Leaves of Absence Policy*, available here: <https://hartfordhospital.org/health-professionals/education/residencies-fellowships/about>.

Short-Term and Long-Term Disability Insurance: Hartford Hospital provides employer paid short-term and long-term disability coverage for all residents and fellows. Details of plans are provided at the commencement of employment.

Group Life Insurance: Coverage commences on the first day of employment, if the first day of employment is the first day of the month. If the first day of employment is a day other than the first day of the month, coverage will commence the first day of the following month.

Access to Information Related to Eligibility for Specialty Board Examinations: The residency program accreditation standards and the board certification standards for all programs are available from several resources. The ACGME has a website at www.acgme.org which contains both program accreditation standards and board certification requirements. Additionally, the individual residency offices have copies of the program accreditation standards and board certification requirements.

Equal Opportunity: Hartford Hospital is committed to achieving equal educational opportunity and full participation for all residents and fellows and an atmosphere free from discrimination. Hartford Hospital prohibits discrimination and harassment of any type and provides equal employment opportunity to qualified individuals regardless of race, color, religion, age, sex (including pregnancy), marital status, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or expression, or any other classification protected by applicable law.

Harassment, Sexual Harassment and Misconduct: Hartford Hospital's code of conduct better ensures safe, efficient, and harmonious operations and informs all employed residents/fellows, staff members, and managers of their rights and responsibilities in this regard. Policies can be assessed thru: <https://hartfordhospital.org/health-professionals/education/residencies-fellowships/about>.

Concern, Complaint, and Grievances: A concern, complaint or grievance is defined as any issued perceived by a resident/fellow or Program Director as needing resolution. Generally, such a matter will not significantly threaten a resident's/fellow's intended career development or have the potential of leading to a recommendation of dismissal or non-renewal. Resident/Fellow related concerns may be brought to the Chief Resident and/or Acting Chief, Program Director, Faculty, Department Chair, Resident/Fellow Forum or anonymous hotline. If not resolved, the concern may be brought to the Medical Education Office Staff and/or the Chief Academic Officer/DIO. The Medical Education Manager, and/or Chief Academic Officer may act as a mediator and intercede for the resident/fellows, so as to try to reconcile differences and resolve the concern in a confidential manner. The final step is with the Medical Education Office Manager and/or Chief Academic Officer. Concerns, complaints or grievances can be reported to the anonymous Medical Education hotline at 860-972-4070 or the Hartford HealthCare Compliance Hotline at 1-855-HHC-OCAP or <http://hhc.ocapcomplianceline.com>.

Due Process: When a resident/fellow receives notice of any action by the Program Director which would prevent him/her from normal progress in completing the full term of a residency or fellowship program, he/she shall have the right to appeal such action and right to due process. As described in the Hartford Hospital GME grievance and due process/appeals policies available here: <https://hartfordhospital.org/health-professionals/education/residencies-fellowships/about>.

Moonlighting and Extra Credit Activities: Each Program Director, in consultation with the Designated Institutional Official (DIO), shall determine whether moonlighting and/or extra credit activities are an available option for residents/fellows in that program. Each program will have a program specific moonlighting/extra credit policy. Residents/Fellows are not required to engage in moonlighting/extra credit. Hartford Hospital, ACGME, or the program may prohibit moonlighting/extra credit by residents/fellows. Additional information is available here: <https://hartfordhospital.org/health-professionals/education/residencies-fellowships/about>.

Clinical and Educational Work Hour Policy: This *Clinical and Educational Work Hour Policy* has been developed to support the physical and emotional well-being of the residents, promote an educational environment, and facilitate patient care at Hartford Hospital. The policy contains an anonymous hotline that can be used to report any perceived violations. All programs have individual program policies. Clinical work hours are reviewed and monitored by the Medical Education Office in collaboration with the DIO and Graduate Medical Education Committee (GMEC). Resident/fellow clinical and educational work hours are consistent with the Common and specialty/subspecialty-specific program requirements across all programs, addressing areas of non-compliance in a timely

manner. The *Clinical and Educational Work Hour Policy* is available here:
<https://hartfordhospital.org/health-professionals/education/residencies-fellowships/about>.

Conditions of Reappointment/Promotion to a subsequent PGY level: Re-appointment, promotion, and graduation are contingent upon satisfactory compliance with the defined goals and objectives of the House Officer's residency/fellowship program and the Hartford Hospital Policies and Procedures for GME. The conclusions of the Program Director, in consultation with the Education Committee of that program, based on individual evaluations, semi-annual progress reports and all other available information will provide the basis for determining whether a resident/fellow is ready for advancement to the subsequent year of the program or for graduation from the program. Additional information is available here: <https://hartfordhospital.org/health-professionals/education/residencies-fellowships/about>.

Non-renewal, Appointment, or Non-promotion: Except as stated in this paragraph, Hartford Hospital will provide a resident or fellow with advanced written notice if the resident or fellow's agreement will not be renewed, when a resident or fellow will not be promoted to the next level of training, or when that resident or fellow will be dismissed, not later than four (4) months prior to the expiration of the resident's or fellow's current agreement. If, however, the primary reason(s) for the non-renewal or non-promotion occur(s) within the last four (4) months of the agreement term, residents/fellows will be given as much advanced notice as the circumstances will reasonably allow, prior to the end of the agreement term. Residents and fellows will be allowed to implement the grievance procedures when they have received advanced written notice of Hartford Hospital's intent not to renew their agreement, or not to promote the resident/fellow to the next level of training.

Program Reduction or Closure: If at any time Hartford Hospital intends to reduce the size of, or close, a residency or fellowship program, all residents or fellows will be informed as soon as possible, and in accordance with the program and Institutional policies. Residents and fellows already in the residency or fellowship program will be allowed to complete their education or will be assisted in enrolling in an ACGME accredited program in which they can continue their education.

The foregoing constitutes the entire agreement for your participation in the residency/fellowship program. This agreement shall be governed by and enforced in accordance with the laws of the State of Connecticut.

It is understood and agreed that by signing this Agreement, I acknowledge that I have read and understand the entire contents of this Agreement, and agree to comply with all of its terms and conditions.

Program Director _____ Date _____

Chief Academic Officer/DIO or Designee _____ Date _____

House Staff Resident/Fellow _____ Date _____

