



HOUSE STAFF RESIDENT AND FELLOW
CONTRACT

Terms and Conditions of Employment between the Hospital and the Resident or Fellow:

In accordance with the eligibility requirements for a House Staff Resident/Fellow (physician), as outlined by the Accreditation Council on Graduate Medical Education 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 _____
Name Resident/Fellow (include program name)

in _____ for the 12-month period of _____ to _____
Department/Program M/D/Y M/D/Y

Offer of employment is contingent upon successful completion of all pre-employment screening consisting of drug screen, physical examination, background and reference checks, medical credentialing and, if your position requires: professional licensing verification, fingerprinting, DCF background check, it is required that you complete a pre-employment physical with the Occupational Health Department.

The House Staff Resident/Fellow agrees to accept appointment with the following responsibilities:

1. To complete on commencement of appointment certification on Bloodborne Pathogens and TB skin testing.
2. To comply with the policies as outlined in the Graduate Medical Education (GME) policies, House Staff Manual as well as the Institutional and Program Orientations. GME Policies are distributed at the orientation session prior to the start of your training. Policies can be accessed thru: <https://hartfordhealthcare.org/health-professionals/education/residencies-fellowships>
3. To complete medical records within required designated period to avoid delinquency classification.
4. To not receive fees from patients for services rendered in connection with my responsibilities as a House Staff resident and fellow.
5. To not make a commitment with any other hospital to serve as a House staff resident or fellow during the contracted period.
6. To obtain the approval of the Program Director for any medical activities contemplated outside my educational program.
7. To fulfill my responsibilities as a House Staff resident or fellow which involves a combination of supervised, progressively more complex and independent patient evaluation and management functions as well as formal educational activities.
8. I understand that my level of competence & qualifications for advancement and reappointment is determined by my Program Director through regular occurring performance evaluations by supervising House Staff, Attending faculty and are recorded and shared with me in confidence.
9. To provide care commensurate with my level of advancement and competence under the general supervision of Medical Staff faculty. This includes: participation in safe, effective and compassionate patient care; development of an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care; participation in the educational activities of the training program and, as appropriate, assumption of responsibility for teaching and supervising other residents and students, participation in institutional orientation, education programs and other activities involving the clinical staff; participation in institutional committees/councils to which I am appointed or invited; and performance of the above duties in accordance with the established

practices, procedures and policies of the institution and its programs, departments as well as other institutions to which I may be assigned; including, among others, state licensure requirements for physicians in training, where these exist.

10. Obtain flu vaccination within the required time frame.

11. I understand that in the event of an adverse action directed towards me in relation to demonstration of any academic or other deficiencies which could jeopardize normal progress towards completion of my program, my due process rights are protected under Hartford Hospital's Graduate Medical Education policies and procedures..

12 I understand that if the Hospital decides to reduce the size of a residency program, to close a residency program, or the Hospital intends to close, it must inform the GMEC, the DIO, and the residents in the program as soon as practicable. Further information can be accessed thru <https://hartfordhealthcare.org/health-professionals/education/residencies-fellowships>

Hartford Hospital Agrees to Provide:

Annual Stipend: \$_____ (annual stipend includes orientation period)

On-Call In-House Meal allowance (if applicable), On-Call Rooms and Lab Coats with Laundry Service provided.

Vacation: Fifteen days (15 business days and scheduled under Program guidelines) per contracted 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 given and must be approved and arranged through the Program Director.

Institutional Leave: An 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). Additional information can be assessed thru: <https://hartfordhealthcare.org/health-professionals/education/residencies-fellowships>

Paid Sick Leave: Ten days (business days) of sick leave are allowed for each academic year. Dependent upon the individual program, an additional five days may be given at the discretion of the program director. Sick leave cannot be carried over into new academic year. In the event of serious injury or prolonged illness additional sick leave may be granted. Sick time should only be taken when an individual is ill and unable to work. It 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 sick leave may extend the duration of the individual's residency or fellowship program and will be at the discretion of the program director.

Maternity Leave: Full salary when medically unable to work, requires physician's affidavit identifying the leave as a "medical necessity".

Family, Parental and Medical Leave: Must have worked for Hartford Hospital for at least 12 months, and must have worked at least 1000 hours (1250 hours for federal FMLA) in the 12-month period immediately preceding the leave. Up to 16 weeks leave in a 12 month period, not to exceed a maximum of 28 weeks in a 24 month period for the following reasons: birth, adoption or foster care of a child, or the serious illness of yourself or a family member.

Again, 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).

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 the New House Staff 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 by 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 Occupational Health for non-emergencies.

Impairment and Substance Abuse: If a resident/fellow is identified as not fit for duty (see Fit for Duty Policy) and substance abuse or mental health impairment is identified, the resident/fellow will be referred to the HAVEN which conducts programs for impaired healthcare workers for Hartford Hospital. They will make recommendations about further treatment and will work with the EAP program, the Medical Education Office and the Program Director in identifying whether or not the resident/fellow is fit for return to duty. Additional information can be accessed thru: <https://hartfordhealthcare.org/health-professionals/education/residencies-fellowships>

Professional Liability Insurance: Coverage applies only with respect to providing or failing to provide professional services within the scope of your assigned duties for or on behalf of Hartford Hospital. Coverage for moonlighting or other unofficial activities is not provided. The policy applies only when the claim is based on an act of omission that happened after the retroactive date, 10/1/90; and the claim is first reported to our insurance carrier, CHS Insurance Limited, while the policy is in effect. Coverage \$5,000,000/\$30,000,000, aggregate \$80,000,000. The policy is a claims-made and does not require tail insurance upon completion of your program. CHS Insurance Limited will defend any suit brought against a House Officer even if the suit is groundless or fraudulent. They will pay all costs defending the suit, including interest on that part of any judgment that doesn't exceed the limit of coverage. CHS Insurance Limited will not defend a suit or pay a claim after the limit has been used up in paying judgments or settlements. Any claims made for your actions, which occur after you have completed your program, will not be covered by the Hospital's insurance policy. Coverage begins on the first day and includes tail coverage. Coverage includes legal defense and protection against awards from claims reported after the completion of the program(s) if the alleged acts or omissions of the residents are within the scope of the program(s). An official document of the details of liability coverage will be provided upon request of an individual.

Health and Dental Insurance: Hartford Hospital provides health insurance benefits for residents/fellows and their eligible dependents beginning on the first day of insurance eligibility. If the first day of health insurance eligibility is not the first day that residents/fellows are required to report, then the residents/fellows must be given advanced access to information regarding interim coverage so that they can purchase coverage if desired. The details of plans are provided prior to commencement of employment. Additional information in regards to coverage can be assessed at: <https://hartfordhealthcare.org/health-professionals/education/residencies-fellowships>

Long Term Disability Insurance: Hartford Hospital provides disability insurance benefits for residents/fellows beginning on the first day of disability insurance eligibility. If the first the first day of disability insurance eligibility is not the first day that residents/fellows are required to report, then the residents/fellows must be given advanced access to information regard interim coverage so that they

can purchase coverage if desired. Details of plans are provided prior to commencement of employment. Disability income is guaranteed at \$2,000/month. Coverage is portable, at your expense; provides guaranteed future benefits; coverage may be increased with no medical evidence of insurability.

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.

Board Specialty Examinations: Residents and fellows who wish to seek board eligibility are required to fulfill and ensure documentation for the requirements for Specialty board.

Accommodation for Disabilities: Hartford Hospital Graduate Medical Education is committed to achieving equal educational opportunity and full participation for all residents and fellows. It is the policy that no qualified person, on the basis of discrimination, be excluded from participating in any program. The ADA (American Disability Act) policy can be accessed thru: <https://hartfordhealthcare.org/health-professionals/education/residencies-fellowships>

Harassment, Sexual Harassment and Misconduct: The Institution's Rule of conduct policy's purpose is to assure, safe, efficient and harmonious operations and to fully inform all employed housestaff residents/fellows, staff members and managers of their rights and responsibilities in this regard. The policies can be assessed thru: <https://hartfordhealthcare.org/health-professionals/education/residencies-fellowships>

Concern, Compliant and Grievances: A concern, compliant 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>.

Grievance and 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 Graduate medical education grievance and due process/appeals policies that can be accessed thru: <https://hartfordhealthcare.org/health-professionals/education/residencies-fellowships>

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. The Institution, ACGME or program may prohibit moonlighting/extra credit by residents/fellows. Additional information can be accessed thru: <https://hartfordhealthcare.org/healthprofessionals/education/residencies-fellowships>

Clinical and Educational Work Hour Policy: The policy has been developed to support the physical and emotional well-being of the residents, promote an educational environment and facilitate patient care at this institution. Each residency and fellowship program must develop a program policy consistent with this Institutional policy and provide clinical and educational assignments and faculty availability to promote both patient safety and education. There is an anonymous hotline that can be accessed to report any violations. All programs have individual program policies. Clinical work hours are reviewed and monitored by the Medical Education Manager, 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. Policies can be accessed thru: <https://hartfordhealthcare.org/health-professionals/education/residencies-fellowships>

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 can be accessed thru : <https://hartfordhealthcare.org/health-professionals/education/residencies-fellowships>

Contract: House Staff residents/fellows are given a yearly contract outlining the terms and conditions of their employment and benefits including financial support, vacations, professional leave, parental leave, sick leave, professional liability insurance, hospital and health insurance, disability insurance and other insurance benefits for the residents and their family, meals and laundry or their equivalent are to be provided. A housestaff manual is available on the institution's intranet site.

Non-renewal Appointment or Non-promotion: Programs will provide a resident or fellow with a written notice of intent when that resident or fellow's contract will not be renewed or when a resident or fellow will not be promoted to the next level of training, or when that resident or fellow will be dismissed no later than four months prior to the end of the resident's or fellow's current contract. However, if the primary reason(s) for the non-renewal or non-promotion occur(s) within the four months prior to the end of the contract, residents will be given as much notice of the intent not to renew or not promote, as the circumstances will reasonably allow, prior to the end of the contract. Residents and fellows will be allowed to implement the grievance procedures when they have received a written notice of intent not to renew their contract or intent not to renew their agreement(s) but not to promote them to the next level of training.

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

Program Director

Date

Chief Academic Officer/DIO

Date

House Staff Resident/Fellow

Date

Reviewed/updated: 9.2020