



Treating you better...for life.

TRAINEE AGREEMENT

THIS TRAINEE AGREEMENT (this “Agreement”) is made this _____ day of _____, 20____, by and between **SAINT PETER’S UNIVERSITY HOSPITAL, INC.**, and (Name) _____, the “**TRAINEE**” (SPUH and the TRAINEE, each a “Party” and collectively, the “Parties”).

INSTITUTION

INSTITUTION SAINT PETERS UNIVERSITY HOSPITAL, INC. (“SPUH”) (a New Jersey, non-profit, acute care teaching hospital)
ADDRESS / LOCATION OF BUSINESS 254 Easton Avenue, New Brunswick, New Jersey 08901

TRAINEE

NAME _____, (MD, DO)		SOCIAL SECURITY NUMBER: (If available) _____	
HOME ADDRESS _____			
HOME PHONE # _____		CELL PHONE # _____	HOME E-MAIL ADDRESS _____
GRADUATE IN: <input type="checkbox"/> Allopathic Medicine <input type="checkbox"/> Osteopathic Medicine		GRADUATION DATE: _____	
NAME & ADDRESS OF ALLOPATHIC MEDICAL OR OSTEOPATHIC SCHOOL _____			
ECFMG NO. _____	DATE ISSUED _____	DATE EXPIRES _____	
EMPLOYMENT AUTHORIZATION _____	<input type="checkbox"/> US Citizen	<input type="checkbox"/> Permanent resident	<input type="checkbox"/> J-1 <input type="checkbox"/> H-1B <input type="checkbox"/> OTHER

APPOINTMENT INFORMATION

TRAINING PROGRAM / SERVICE _____	PGY LEVEL: _____		
DURATION OF APPOINTMENT: FROM: _____ TO: _____		COMPENSATION: Annual Salary \$ _____	

PREVIOUS POST GRADUATE TRAINING: YES NO

HOSPITAL NAME & ADDRESS _____	TRAINING PROGRAM _____		
PERIOD OF TRAINING PROGRAM YEAR FROM: _____ TO: _____	ACGME OR AOA APPROVED? <input type="checkbox"/> YES <input type="checkbox"/> NO		

LICENSE/PERMIT INFORMATION (if applicable)

N.J. STATE LIMITED PERMIT NO. _____	DATE ELIGIBLE _____	DATE ISSUED _____	DATE EXPIRES _____
N.J. STATE LICENSE NO. _____	DATE ELIGIBLE _____	DATE ISSUED _____	DATE EXPIRES _____

OUTLINE OF THE AGREEMENT

ARTICLE I	-	Appointment.
ARTICLE II	-	Duration of Appointment.
ARTICLE III	-	Trainee Duties and Responsibilities.
ARTICLE IV	-	Moonlighting.
ARTICLE V	-	Compensation.
ARTICLE VI	-	Benefits.
ARTICLE VII	-	Professional Liability Insurance.
ARTICLE VIII	-	Termination/Reappointment
ARTICLE IX	-	Miscellaneous.

BACKGROUND

A. The Trainee (i) has met the eligibility requirements to participate as a PGY/PL- in SPUH's postgraduate training program (the "Training Program"), as described on Exhibit A, attached to and made a part of this Agreement; (ii) meets the eligibility requirements mandated by the New Jersey State Board of Medical Examiners (the "NJBME") and the Accreditation Council for Graduate Medical Education ("ACGME"), as more particularly described in Section 2, Policy No. 2.1¹; (iii) has submitted to SPUH his/her credentials as required by such policy; and (iv) is immunized in compliance with Section 7, Policy No. 7.6.

B. SPUH sponsors an accredited graduate medical education program for the purpose of educating and training interns, residents and fellow physicians, and wishes to appoint the Trainee to the Department of (the "Department") to participate in the Training Program, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Background, which is deemed to be incorporated into this Agreement, the mutual covenants and premises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party to the other, the Parties, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I Appointment

1.1. SPUH hereby employs the Trainee and appoints him/her to the Department to participate in the Training Program and to provide professional medical services to SPUH's patients. The Trainee hereby accepts such appointment upon the terms and conditions set forth in this Agreement and shall provide such services under the supervision of SPUH's licensed physicians.

1.2. This Agreement will be declared null and void by SPUH and shall not become effective if the House Officer has not met all requirements as set forth below prior to the commencement date.

(a) Registration/Permit/License. PGY I Trainees must register with the NJBME, and will cooperate fully with the Office of Graduate Medical Education in submitting all necessary documents. Trainees must obtain and maintain a training permit from the NJBME at the PGY-2 through the end of their residency training. For post residency fellowship training, they must obtain and maintain a license to practice medicine in New Jersey (b) Visa Status (if applicable). The Trainee agrees to comply with all legal and immigration requirements, if applicable, necessary to obtain and maintain appropriate visa status required to pursue graduate medical education in the United States. Visa application and maintenance expense will be paid by the Trainee. A Trainee will not be permitted to begin or continue in a Training Program without a valid visa/work authorization. The Trainee is responsible for notifying the Program Director immediately in writing if his/her visa is revoked or otherwise restricted.

(c) Post Offer Physical/Drug Screening/Criminal Background Check. Trainees must complete a post offer physical examination and drug screening through SPUH employee health services prior to starting employment. Failure to pass drug screening will result in non-hiring or termination of employment. Trainees are also required to pass a criminal background check prior to employment.

¹ All section and policy numbers set forth in this Agreement refer to the applicable policies and procedures of SPUH.

ARTICLE II
Duration of Appointment

2.1. Term. The term of the Trainee's appointment under this Agreement (the "Duration of Appointment") shall begin on or about **July 1, 2020** and shall continue for a period of one (1) year as described in Section 2, Policy 2.3 unless the Duration of Appointment is sooner terminated for the reasons set forth in Section 2, Policy No. 2.7. In accordance with such policy, prior to the expiration of the Duration of Appointment, SPUH shall provide the Trainee with written notice regarding whether SPUH intends to enter into a new Trainee Agreement with the Trainee.

ARTICLE III
Trainee Duties and Responsibilities

3.1. Participation in the Training Program. The Trainee shall, at all times, comply with the rules, regulations, policies and procedures of the Training Program, the Department and SPUH, as may be established or modified from time to time by the program director of the Training Program (the "Director"), the Chairman of the Department and/or SPUH, as appropriate, and which shall be made available for the Trainee's review upon request. The Trainee's duties and responsibilities, including a description of the Training Program and the requirements for participation in the Training Program are described on Exhibit A. In addition, it is understood and agreed to by the Parties that such compliance by the Trainee shall not exceed the scope of practice guidelines of the NJBME, attached to and made a part of this Agreement as Exhibit B.

3.2. Scheduling of Trainee Work Hours. SPUH shall structure faculty schedules, such that, the Trainee is provided with continuous supervision and consultation. The Trainee's educational rotation is attached to and made a part of this Agreement as Schedule 1. SPUH reserves the right to modify the Trainee's educational rotation in order to accommodate the needs of the Department. The Trainee shall, at all times, comply with Section 5, Policy No. 5.1 regarding clinical experience and educational hours.

3.3 Compliance with Laws, Regulations and Accreditation Requirements. The Trainee acknowledges that SPUH has certain obligations in connection with applicable laws, regulations and accreditation standards. The Trainee further acknowledges that SPUH, from time to time, may adopt policies, procedures, and/or documentation requirements in connection with the implementation of such laws, regulations, and accreditation standards. The Trainee agrees to cooperate fully with SPUH in compliance with all applicable laws, regulations and accreditation standards as may be enacted or amended from time to time.

3.4 Professionalism. The Trainee agrees to conduct himself/herself in a professional manner consistent with SPUH and GME policy. This includes, but is not limited to, SPUH policy on Harassment, Dress Code and Fitness for Duty.

3.5 Quality Improvement/Risk Management. The Trainee agrees to participate in and cooperate with Quality Improvement and Risk Management activities as directed by the Program Director. The Trainee also agrees to participate in the defense of any claims arising during Training both during the term of this Agreement and after completion of the Program.

ARTICLE IV
Moonlighting

4.1. The Trainee agrees to devote substantially all of his/her professional time and best energies to SPUH, except to the extent outside business or professional activities are allowed under Section Five, Policy No. 5.2. Notwithstanding the foregoing, however, it is understood and agreed to by the Trainee that the Trainee shall abide by any and all restrictions on moonlighting that may be set forth in Department specific policies. The Program Director reserves the right to prohibit moonlighting if such employment may interfere with the Trainee's duties and obligations to the Program or interfere with his/her clinical performance. In the event a Trainee does moonlight, his/her performance will be monitored and evaluated to ensure compliance with the eighty (80) hour work week restriction. It is further understood and agreed to by the Trainee that the professional liability insurance coverage provided by SPUH in accordance with this Agreement, is limited to those activities within the scope of the Trainee's participation in the Training Program.

ARTICLE V
Compensation

5.1. Throughout the Duration of Appointment, the Trainee's total compensation for services rendered shall be in the form of a salary payable in bi-weekly installments, less applicable withholdings and payroll taxes, at the annualized rate of Dollars (\$.00).

ARTICLE VI
Benefits

6.1. Leave of Absence. The Trainee shall be entitled to annual leave for (i) vacation (Policy 1.1); (ii) sick/disability leave (Policy 1.5); (iii) parental leave (Policy 1.3); and (iv) other leave, including, personal leave, in accordance with Section 1, Policy 1.4 (LOA). The exact time of the Trainee's leave shall be scheduled by the Director and subject to the Department's staffing needs. The effect of leave(s) on the ability of the resident to satisfy requirements to complete the program is provided at the program level (Policy 1.3, 1.4, 4.5). Any compensation otherwise payable to the Trainee during his/her leave of absence, shall be reduced by the amount of any benefits paid to the Trainee during or for such period of sickness or other disability under any accident and sickness (disability income) policies where premiums are paid by SPUH covering the Trainee as a named insured. The amount otherwise payable to the Trainee shall also be reduced by any benefits received from State temporary disability programs, worker's compensation insurance, and Federal Insurance Contribution Act (Social Security) programs.

6.2. Health and Disability Insurance. SPUH shall offer the Trainee the same health and disability insurance program coverage as is generally provided from time to time to SPUH's full time employees, as further described in Section 1, Policy 1.1.

6.3. Counseling Services and Impaired Trainee. SPUH shall facilitate, as necessary, the Trainee's access to counseling, medical and psychological support services in accordance with Section 3, Policy No. 3.1 and 3.2.

6.4. Trainee Clinical Learning Environment. SPUH shall provide the Trainee with sleeping facilities, food services, lab coats and certain support services, consistent with Section 2, Policy No. 2.6. In addition, the Trainee shall be governed by other policies which affect the Trainee's clinical learning environment, including, but not limited to, a policy regarding sexual and other types of harassment at Section 3, Policy No. 3.4. Information related to eligibility for specialty board examinations (Policy No. 4.5) will be provided at the program level.

6.5. Grievance Procedures and Due Process. SPUH shall provide the Trainee with Section 6, Policy No. 6.1, regarding the Trainee's right to address certain issues, including, (i) academic or other disciplinary actions that may be taken against the Trainee that could result in the dismissal of the Trainee; (ii) SPUH's decision not to enter into a new Trainee Agreement with the Trainee; (iii) other actions taken by SPUH that could significantly threaten the Trainee's professional development; or (iv) complaints and grievances related to the clinical learning environment or issues related to the Training Program, the Department or SPUH faculty.

6.6. Training Program Closure/Reduction. SPUH shall provide the Trainee with Section 6, Policy No. 6.2, which specifies, (i) that if SPUH intends to reduce the size or closes the Training Program, SPUH shall notify the Trainee

as soon as possible based on the circumstances; and (ii) that in the event of such reduction or closure, SPUH shall (a) allow the Trainee to complete his/her educational rotation at SPUH; or (b) assist the Trainee in enrolling in another Training program accredited by the ACGME.

ARTICLE VII

Professional Liability Insurance

7.1. During the Duration of Appointment, SPUH shall maintain general professional malpractice liability insurance providing coverage for the Trainee in amounts determined from time to time by SPUH, which shall not be less than \$1 million per occurrence/\$3 million aggregate for each calendar year. Upon the Trainee's request, SPUH shall provide the Trainee with further information regarding SPUH's professional liability coverage for Trainee. To the extent not covered by professional liability insurance provided by SPUH, the Trainee shall indemnify, defend and hold SPUH and other individuals engaged by SPUH, harmless from and against any and all claims, suits or liabilities (including, but not limited to, reasonable attorneys' fees and costs), which are asserted against SPUH or such individuals, and arise from the actions or omissions of the Trainee.

ARTICLE VIII

Termination/Reappointment

8.1 Termination for Cause. SPUH may terminate this Agreement at any time for cause, effective upon receipt of written notice to the Trainee. Cause shall include but not be limited to:

- a. Professional incompetence;
- b. Failure by the Trainee to obtain or maintain appropriate professional permit, license or valid visa/work authorization;
- c. Substantial breach of the terms of this Agreement by the Trainee;
- d. Serious neglect of duties or violation of SPUH rules, regulations or policies by the Trainee;
- e. Conduct by the Trainee clearly prejudicial to the best interest of SPUH;
- f. Acts of fraud, dishonesty or misconduct determined to render the Trainee professionally unfit to practice;
- g. Conviction of the Trainee of any crime punishable as a felony; and
- h. Exclusion from or sanction by the Medicare, Medicaid or public health program.

8.2 Termination by Trainee. The Trainee may terminate this Agreement and withdraw from the Program after written notice to the Program Director. The Trainee is required to give 120 days' notice unless otherwise agreed by SPUH.

8.3 Conditions for Reappointment/Promotion. Reappointment/promotion to the next level of training is at the sole discretion of the Program and is expressly contingent upon several factors including but not limited to: satisfactory performance evaluations; satisfactory completion of all specified post graduate year training components; satisfactory demonstration of competence in any of the core competencies; and full compliance with the terms of this Agreement.

8.4 Non Renewal of Appointment or Non-Promotion by Program. Should the Program decide not to reappoint/promote the Trainee to a subsequent year of training, the Trainee will be notified in writing in a timely fashion as this decision is made, but no less than 120 days prior to the end of the current Agreement. However, if the primary reason(s) for the non-renewal/non-promotion occurs within the 120 days prior to the end of the Agreement, the Program will provide the Trainee with as much written notice of the intent not renew/promote as the circumstances will reasonably allow.

8.5 Non-Renewal by Trainee. If the Trainee intends not to seek reappointment he/she agrees to give the Program Director notice as soon as possible but not less than 120 days prior to the date when he/she would be eligible for reappointment.

ARTICLE IX
Miscellaneous

9.1. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and shall be binding upon and inure to the benefit of the Parties and their respective successors in interest of any kind whatsoever, provided however, that the Trainee shall not be permitted to assign his/her rights or obligations under this Agreement. This Agreement may not be changed or altered, except by written mutual consent of the Parties. Notwithstanding the foregoing, however, it is understood and agreed to by the Parties that SPUH may amend this Agreement from time to time, as necessary, for its compliance with the laws, rules and regulations of any state, federal or accreditation agency having jurisdiction over SPUH and/or its Training Program. Any and all notices and other correspondence required or permitted to be given under this Agreement shall be in writing and shall either be personally delivered or delivered by nationally-recognized overnight delivery or sent by United States certified or registered mail, return receipt requested, with full postage pre-paid to the address of the Party set forth above, and shall be deemed effectively given and received two (2) business days after mailing. If any provisions of this Agreement are or become invalid to any extent, the other provisions of this Agreement shall not be affected thereby. In the event of invalidity of a provision, the Parties hereby agree to accept a provision which reflects as closely as possible the intention of the invalid provision. This Agreement may be executed in several counterparts, one such counterpart for each Party and each copy of which shall serve as an original for all purposes, but all counterpart copies shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Trainee

Date

Program Director

Date

Department Chair

Date

Designated Institutional Official

Date

List of Exhibits

- Exhibit A - General Responsibilities of Trainee (including Training Program Description)
- Exhibit B - Scope of Practice Guidelines under the NJBME
- Exhibit C - Required Elements in Trainees Contract **Per ACGME INSTITUTIONAL REQUIREMENTS**

EXHIBIT A

GENERAL RESPONSIBILITIES OF TRAINEE (WITH ATTACHED TRAINING PROGRAM DESCRIPTION)

Each Trainee shall take advantage of the educational opportunities offered at SPUH and provide medical treatment to SPUH's patients in a competent and caring manner. Moral, ethical and professional behavior is expected of the Trainee at all times. To meet these responsibilities, each Trainee, in general, must:

- (A) Develop a personal program of learning to foster continued professional growth, with guidance from SPUH's teaching staff;
- (B) Participate fully in the educational and scholarly activities of the Training Program, and as requested by the Director, assume responsibilities for teaching and supervising other members of the training program;
- (C) Participate in appropriate SPUH committees and councils whose actions affect the Trainee's education and/or patient care; and
- (D) Submit to the Director at least annually, confidential written evaluations of the Training Program's teaching staff, peers and of the Trainee's educational experiences.

In addition, each Trainee is expected to:

- (A) Attend and participate actively in all conferences and teaching rounds within the Department;
- (B) Render appropriate medical care to patients in a kind, caring manner under the supervision of the attending/consulting physician and to provide such care to all patients assigned, regardless of diagnosis or ability to pay;
- (C) Attend assigned clinics;
- (D) To be on time for all assignments;
- (E) Participate in any research projects and quality improvement activities of the Training Program;
- (F) Respect the confidential nature of all information relating to hospital patients at SPUH, including all hospital records and test results;
- (G) Respect all SPUH property;
- (H) Document care and sign patient charts/ medical records in a timely manner and in accordance with the requirements of SPUH's Compliance Program and policies promulgated thereunder. Records for which Trainee are responsible must be completed and discharge summaries dictated on the day of or immediately after discharge;
- (I) Volunteer to serve as a member of various departmental and SPUH committees;
- (J) To apply cost containment measures in the provision of patient care;
- (K) Respond to pages on a timely basis;
- (L) Notify the Director if unable to attend scheduled activities for any reason whatsoever;
- (M) Maintain a professional appearance, composure and conduct;
- (N) Assume progressive responsibilities as he or she gains experience;
- (O) Contribute to the overall success of the operation within the Department and SPUH;
- (P) Cooperate with nursing and support staff;
- (Q) Keep the Director informed of any special difficulties encountered in promptly and satisfactorily servicing patients and of any and all patient complaints relating to the scope, method or results of services performed;
- (R) Perform "other clinical and educational tasks" as required by the Director;
- (S) Comply with any additional requirements set forth in the Training Program policies and procedures, as applicable.

EXHIBIT B

SCOPE OF PRACTICE GUIDELINES UNDER THE NJBME

The NJBME regulations provide, 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 a licensed physician or a permit holder at the minimum upon the patient's discharge, or sooner if the Director of the Training Program 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. N.J.A.C. 13:35-1.5(h).

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 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 a licensed health care facility shall be signed by a licensed physician. N.J.A.C. 13:35-1.5(r).

EXHIBIT C

Required Elements in Resident Contract
Per ACGME INSTITUTIONAL REQUIREMENTS

<u>Required Elements</u>	Where Required Elements exists for Trainee' Review	
	<u>House Staff Agreement</u>	<u>GME Policy</u>
1. IV.B.2.a) – Resident/Fellow responsibilities	Article III and Exhibit A.	Policy 2.4
2. IV.B.2.b) - Duration of appointment	Article II	Policy 2.3
3. IV.B.2.c) - Financial support for Resident/Fellow	Article V	
4. IV.B.2.d) - Conditions for reappointment	Article II	Policy 2.3
6. IV.B.2.e) - Grievance Policy	Article VI, Section 6.5	Policy 6.1
7. IV.B.2.f) - Professional liability insurance	Article VII	Policy 1.1
8. IV.B.2.g) - Health insurance	Article VI, Section 6.2.	Policy 1.1
9. IV.B.2.h) - Disability insurance	Article VI, Section 6.2.	Policy 1.1
10. IV.B.2.i) - Vacation, parental, sick or other leave	Article VI, Section 6.1	Policy 1.1, 1.4 & 1.5
11. IV.B.2.j) - Effects of leaves on satisfying criteria for program completion	Article VI, Section 6.1	Policy 1.3, 1.4, 4.5
12. IV.B.2.k) - Access to information related to eligibility for specialty board examinations.	Article VI, Section 6.4	Policy 4.5
13. IV.J) - Duty-hour policies and procedures	Article III, Section 3.2	Policy 5.1
14. IV.B.2.l) - Moonlighting	Article IV	Policy 5.2