

**YALE-NEW HAVEN HOSPITAL  
AGREEMENT**

This agreement between Yale-New Haven Hospital and «**FirstName**» «**LastName**», <**degree**>. (the House Officer) is entered into for the period of one year (or less where applicable) beginning «startdate» and ending «enddate».

Yale-New Haven Hospital agrees, and the House Officer accepts appointment as a trainee under the following terms and conditions:

1. Training Program:            «dept»
2. Title:                            «title» - <PGY>
3. Gross Annual Stipend:    \$«annualsalary»
4. HOSPITAL RESPONSIBILITIES

During the term of this agreement the Hospital shall provide all of the following:

- A. Professional Liability Coverage: The Hospital shall provide the House Officer with adequate professional liability insurance that shall cover the House Officer while acting in the performance of his/her duties and assignments within the training program. Claims made after termination of training will be covered if based on acts or omissions of the House Officer within the scope and course of his/her duties or assignments during training. Appropriate arrangements for insurance coverage shall be made with all institutions at which the House Officer rotates (the Affiliated Institutions). Special rotations outside of the Hospital and the Affiliated Institutions are subject to the approval of the Chairman or the departmental residency Program Director. In instances where the Chairman of the Department or the Program Director identifies such special rotations as being critical to the overall education program, the Hospital may elect to extend professional liability insurance coverage for such activities when the sponsoring institution is unable to do so.
- B. Amenities: The Hospital shall also provide the House Officer with the following during the course of the training program: suitable on-call quarters; uniforms; meals (when the House Officer is required to spend the night in the Hospital); and appropriate Personal Protective Equipment. The Hospital shall also provide such other support as shall be necessary to ensure a safe and appropriate work and educational environment. Counseling services are available through the Hospital's Employee Assistance Program. Further details are available in the House Staff Manual issued to all House Staff.
- C. Fringe Benefits: The Hospital shall provide the House Officer with health insurance, group life insurance, disability income insurance, and business travel accident insurance. Prescription coverage at a reduced rate is included with enrollment in any of the medical plans. The House Officer may elect to participate in a dental insurance plan for an additional cost. Details regarding all of these benefits are set forth in the FLEXplan pamphlet.

- D. Paid Vacation: Annual vacation times shall range from two weeks to four weeks and be assigned by the Chief of Service. Such arrangements are subject to the needs of the particular service.
- E. Leave of Absence: Leave (which shall include sick leave, bereavement leave, maternity/paternity or family leave) may be taken according to Hospital policy as set forth further in the House Staff Manual.
- F. Extension of Training: All leaves may affect the time required to satisfy criteria for program completion. Time of training required for completion of the program will be as stated in specialty Board requirements. (See individual requirements at [www.ABMS.org](http://www.ABMS.org))
- G. Work Hours: Resident duty hours and on-call schedules will conform to the requirements of the ACGME. Institutional Policies regarding duty hours are available in the House Staff Manual. Departmental policies regarding duty hours are available in each department.
- H. Moonlighting: Institutional policies regarding moonlighting are available in the House Staff Manual. Departmental policies are established and available in each department.
- I. Counseling, medical, psychological support services: Counseling and psychological support services are provided through the Employee's Assistance Plan. Medical support services are available through the Employee's Health Services. Additional assistance is available through the resident's individual health insurance coverage.
- J. Physician impairment and substance abuse: The policy regarding physician impairment and substance abuse involving House Staff is included in the House Staff Manual.
- K. Sexual Harassment: The Institution does not tolerate sexual harassment. The Institutional policy regarding sexual harassment is available in the House Staff Manual.
- L. Expenses for attending Medical Conferences may be available within the individual departments.

5. HOUSE OFFICER RESPONSIBILITIES

The House Officer agrees to:

- A. Perform satisfactorily and to the best of his/her abilities the customary duties and obligations of the training program, as established by the program, including keeping charts, records and reports signed and up to date, as may be further set forth in the Statement of Resident Responsibilities or in other departmental documents.
- B. Abide by the Hospital policies and procedures and the Hospital's Medical Staff bylaws, rules and regulations insofar as they are applicable to House Officers. Such policies include the Hospital policies on Sexual Harassment, Non-Discrimination, Physician Impairment, Substance Abuse, Discipline and Grievances. Copies of these policies are available in the House Staff Manual.

- C. Cooperate with mandatory pre-employment drug screening. The House Officer understands that failure to submit to such testing or a positive finding will result in the withdrawal of any offer of employment and the termination of this agreement.
- D. Comply with the credentials verification procedure, including:
  - 1. Documentation of identity and right to work as defined in the 1986 Immigration Reform and Control Act.
  - 2. Provision of necessary documentation to enable hospital to obtain a permit for the House Officer to practice medicine and to establish the right to work.
  - 3. Proof of compliance with immunization policy.
  - 4. Completion of the Hospital's application for the appointment to the housestaff, listing all information requested and returning to the housestaff office on a timely basis such that the Hospital can verify it prior to start date, including medical school training and residency training prior to beginning patient care responsibilities.
- E. Ensure that his/her off-duty activities do not compromise his/her ability to perform his/her work to the best of his/her abilities.
- F. Comply with institutional and departmental policies regarding moonlighting, including pre-approval of moonlighting activity by program director.
- G. Comply with institutional and departmental duty hours policies to the best of his/her ability. Sign attestation sheet that they have reviewed the institutional and departmental policies.
- H. Participate as requested in all mandatory training, including training in bloodborne and airborne pathogens and any other training required by OSHA, JCAHO or per Hospital policy.
- I. Abide by the House Staff Code of Community Behavior as outlined in the House Staff Manual.
- J. Refrain from seeking or accepting remuneration from patients or payers for services rendered within the scope of my resident or fellowship training.

6. TERM, TERMINATION AND CONDITIONS

- A. The term of this Agreement shall be for one year (or less) as specifically established above. Appointment to subsequent years shall be dependent upon satisfactory progress in education and satisfactory performance of all duties. Promotion shall be in accordance with Institutional Policy (House Staff Manual) and Departmental Policies.
- B. The Program Director, with the participation of the Program faculty shall evaluate, at least semi-annually, the knowledge, skills, and professional growth of a House Officer. The results of this evaluation shall be made known to the House Officer and the written records shall be made accessible upon request.
- C. Unsatisfactory house staff evaluation can result in required remedial activities, temporary suspension from duties, extension of training or termination of employment and residency education. Egregious violations may result in immediate dismissal from the program.
- D. A House Officer shall have the right to due process in the event of any of the above, as further set forth in the Grievance Procedure, included in the House Staff Manual.
- E. Continuation of insurance coverage or other benefits upon termination, leave or suspension shall be as further set forth in the applicable Hospital Policies.
- F. Neither party shall terminate this agreement prior to its expiration date without written notice. In cases where the Institution/Program is terminating the agreement, efforts will be made to give that decision four months prior to termination, or as early as possible prior to the expiration date of this agreement.

- G. The Hospital or the Program shall inform house officers of adverse accreditation action taken by the ACGME within a reasonable period after the action is taken. Should the Hospital begin the process of closing a residency program for any reason, the house officers will be informed at as early a date as possible. In case of such a closure, or in case of the closure of the Hospital, house officers will receive treatment equal to that provided to other staff.
- E. Certification of completion of the program shall be contingent upon the House Officer having, on or before the date of regular or early termination of appointment, returned all hospital property such as books, equipment, etc. completed medical and other records and settled professional and financial obligations.
- F. This contract is conditional upon satisfactory performance for the remainder of the current contract period.

*Pete N. Herbert*

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Resident's Signature

Date

September 23, 2004  
Date