

# RESIDENT AGREEMENT FOR PODIATRIC MEDICINE AND SURGERY RESIDENCY WITH ADDED CREDENTIAL FOR RECONSTRUCTIVE REARFOOT/ ANKLE SURGERY

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**AGREEMENT** made as of the xx day of xx, 20xx between New Jersey Uptown Hospital, having its principal location at 170 Thomas Street, New Milbrook, New Jersey, 07452 (The "Hospital") and xxxxxxx, DPM. (the "Resident") residing at xxxxxxxxxxx.

## IT IS HEREBY AGREED AS FOLLOWS:

### 1. Residency Training Program.

The Hospital sponsors a Residency Program in PODIATRIC MEDICINE AND SURGERY WITH ADDED CREDENTIAL FOR RECONSTRUCTIVE REARFOOT/ANKLE SURGERY, which is approved by the Council on Podiatric Medical Education (CPME)

### 2. Resident Appointment.

- (a) The Hospital offers, and the Resident accepts, appointment as a PGY-x Resident in podiatric medicine and surgery with added credential for reconstructive foot and ankle surgery for the duration of the academic year: July 1, 20xx through June 30, 20xx at an annual salary of \$xx,xxx, pursuant to the collective bargaining agreement between New Jersey Uptown Hospital and the New Jersey Uptown Hospital – Committee on Interns and Residents ("the Housestaff Agreement"). There will be a salary adjustment effect April 1, 20xx that will raise the annual salary of a PGY-x resident to \$xx,xxx, pursuant to the Housestaff Agreement.
- (b) The appointment of the Resident is subject to the Resident's successful completion and graduation from a podiatric medical school meeting the eligibility criteria established by the CPME as outlined in Section VI. of the New Jersey Uptown Hospital ("NYDH") GME Policies and Procedures Manual, as well as having completed any previous residency training satisfactorily. In addition, the appointment of the Resident is contingent upon the successful completion of a health assessment, toxicology screening, background investigation and verification of identity and eligibility to be employed in the United States in accordance with the Federal Immigration and Naturalization requirements.
- (c) Resident appointment is dependent on the Resident fulfilling the Program's selection criteria that requires that the Resident has displayed preparedness, ability, aptitude, academic credentials, communications skills, motivation, and integrity.

(d) To the extent not set forth specifically herein, the provisions of the NYDH Administrative Policies and Procedures Manual, the NYDH Graduate Medical Education Policies and Procedures Manual and the Human Resources Policies and Procedures Manual, as then in effect, as well as the Housestaff Agreement, are incorporated by reference herein, as set forth in full in connection with the following matters:

1. Financial support;
2. Vacation policies;
3. Professional liability insurance and coverage for claims filed after completion of program related to residency training at NYDH;
4. Health insurance benefits for the Resident and his/her family to commence on the first date of appointment;
5. The Resident will be provided access to disability insurance coverage for disabilities which may result from activities performed during the residency program training;
6. Leave of absence policies (covering professional, parental and sick leave) and the possible effects on satisfying criteria for program completion and eligibility for the Board Exam;

**3. Resident Responsibilities.**

The Resident is responsible for the satisfactory performance of all duties and responsibilities assigned by the Director of the Residency Program in xxxxxxx or by any member of the teaching faculty, including the proper discharge of clinical responsibilities, attendance at conferences, and other educational requirements of the teaching program. The Resident shall be required to demonstrate technical aptitude and the requisite degree of knowledge commensurate with the capabilities generally expected of a PGY-x resident in the field of xxxxxxxxx and of those put forth in general competencies outlined by the CPME. The Resident shall comply with all rules, regulations, policies and procedures of the Hospital. In the event that the Program Director determines that the Resident has not performed satisfactorily during the term of this agreement, the Hospital may terminate the Resident's appointment, or to decline to reappoint the Resident for subsequent year(s) of training, consistent with the Housestaff Agreement and CPME guidelines.

**4. Conditions for Reappointment.**

In the event that the Program Director determines that the Resident has not performed satisfactorily during the term of this agreement, same shall permit the Hospital to terminate the Resident's appointment, or to decline to reappoint or promote the Resident for subsequent year(s) of training. If circumstances permit, a letter of intent will be issued by NYDH at least four (4) months prior to the end of the current agreement. However, if a severe occurrence occurs during the last 4 months of the Resident's agreement, a letter of intent may be issued within a reasonable time frame. Upon receipt of written notice or intent of non-renewal or non-promotion, the Resident

may implement the Institution's Grievance Procedure and due process as set forth in Section VIII of the GME Policies and Procedures Manual.

5. **Professional Activities Outside the Residency Training Program.**  
The Resident shall not be permitted to engage in any professional activities (i.e., moonlighting) outside of the Residency Program.
6. **Counseling and Support Services.**  
The Hospital will facilitate access to counseling, medical, psychological, and other support services, on a confidential basis, including matters relative to physician impairment. The foregoing are covered in the following policies and procedures of the Hospital: Section IX of the GME Policies and Procedures Manual and the Housestaff Agreement, which are incorporated herein by reference as if fully set forth.
7. **Sexual (or other forms of ) Harassment.**  
In addition to those remedies available through Human Resources, any complaints or concerns may be brought to the attention of the Chairman of the Department and/or the Chief Medical Officer ("CMO") for investigation and action, as indicated. In all cases, the Chairman and CMO will ensure that residents are able to raise such issues and have them fairly resolved without fear of intimidation or retaliation. The foregoing are covered in the policies and procedures of the Hospital: Section IX of the GME Policies and Procedures Manual.
8. **Duty Hours Policies and Procedures.**  
The resident agrees to comply with Hospital, ACGME and New Jersey State resident duty hours regulations. The foregoing are covered in the policies and procedures of the Hospital: Section XII of the GME Policies and Procedures Manual.
9. **Physical Impairment and Substance Abuse.**  
Residents, as employees of New Jersey Uptown Hospital, shall be subject to the rules and regulations regarding employee impairment and substance abuse as put forth in the New Jersey Uptown Hospital Human Resources Policies and Procedures Manual, as then in effect.
10. **Accommodations for Disabilities.**  
All reasonable accommodations will be made for persons with disclosed disabilities as put forth in Section IX of the GME Policies and Procedures Manual.
11. **Closure and/or Reduction.**  
In the event of Institutional or Residency Program closure and/or reduction, the Hospital will inform the Resident in a timely manner, make every effort to allow the Resident to complete his/her education, and assist the Resident

in identifying a Program in which he/she can continue his/her education as put forth in Section XIII of the GME Policies and Procedures Manual.

**12. Miscellaneous.**

This Agreement, together with any materials incorporated by reference herein, constitutes the entire understanding between the Hospital and the Resident. This Agreement can be amended only by writing signed by both parties. The Resident shall not withdraw from the residency program without having received prior approval of the Program Director. NYDH nor its GME Programs require Residents to sign a non-competition guarantee.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**xxxxxxxxxx DPM.**  
Resident

\_\_\_\_\_  
**xxxxxxxxxxxxxxxx, M.D.**  
Chairman of xxxxxxxx

\_\_\_\_\_  
**xxxxxxxxxxxxxxxx, DPM**  
Program Director

\_\_\_\_\_  
**Jeffery Bonkers**  
President and Chief Executive Officer

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**Warren Blicht, M.D.**  
Senior Vice President for Medical Affairs  
Chief Medical Officer