

**YALE SCHOOL OF MEDICINE
SUBSPECIALTY RESIDENT
AGREEMENT OF APPOINTMENT**

THIS AGREEMENT has been entered into as of July 1, _____ between the Yale School of Medicine's (defined herein as the "Institution") Department of _____ and _____, M.D. (the "Fellow" or "subspecialty resident," defined herein as "Fellow"), residing at _____, for a period of one year.

The Department agrees to provide, and the Fellow agrees to accept, this appointment under the following terms and conditions:

INSTITUTION RESPONSIBILITIES:

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

- A. Program Responsibilities: The educational program is conducted under the auspices of the Department of _____ faculty who coordinate the clinical research and training of the Fellows. The program abides by the requirements of the Accreditation Council for Graduate Medical Education ("ACGME") or other applicable accrediting organization. The general objective of the training program ("Fellowship") is to provide to the Fellow a comprehensive postgraduate educational experience in accordance with the requirements of the applicable accreditation organization and/or subspecialty certification board.
- B. Professional Liability Coverage: The School of Medicine shall provide the Fellow with adequate professional liability insurance for all activities, which are a direct part of fellowship training at any of the clinical training sites which comprise the Residency Program. Claims made after termination of a Fellow's training will be covered if based on acts or omissions of the Fellow within the scope and during the course of his/her educational program at Yale. The Fellow acknowledges that this professional liability insurance does NOT cover any activities conducted outside the auspices of the training program and Yale-New Haven Hospital, such as moonlighting. Special rotations in participating institutions outside of the Hospital and the Affiliated Institutions are subject to the approval of the Chairman or the departmental residency Program Director in collaboration with the Associate Dean/Director of Graduate Medical Education. 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 School of Medicine may elect to extend professional liability insurance coverage for such activities when the sponsoring institution is unable to do so.
- C. Amenities: Fellows will be provided with suitable on-call quarters (when required to remain in the Hospital), uniforms, access to appropriate food services and appropriate personal protective equipment. The Institution 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.
- D. Financial Support: The Fellow's stipend for the academic year _____ - _____ shall be \$ _____. The Fellow will be paid at a PGY-____ level. Stipends are subject to federal income tax and the Fellow is responsible for making the appropriate tax payments
- E. Fringe Benefits: The Fellow shall also be eligible for such health insurance, dental insurance and disability insurance coverages as are provided by the Department. Eligibility requirements for these plans and the benefits provided are determined solely by the actual plan language.

- F. Vacation, Leave of Absence: The Fellow shall be entitled to such holidays, vacation time and leaves of absence (including sick leave, bereavement leave, family/medical leave of absence) as are established by, in accordance with the policies of the OGME *Handbook*.
- G. 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).
- H. 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 OGME *Handbook*. Departmental policies regarding duty hours are available in each department.
- I. Moonlighting: Institutional policies regarding moonlighting are available in the OGME *Handbook*. Departmental policies are established and available in each department.
- J. 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.
- K. Physician Impairment and Substance Abuse: The policy regarding physician impairment and substance abuse involving Fellows is included in OGME *Handbook*.
- L. Sexual Harassment: The Institution does not tolerate sexual harassment. The Institutional policy regarding sexual harassment is available in the OGME *Handbook*.
- M. Accommodation for Disabilities: The Institution complies with the Americans with Disabilities Act with regard to accommodation of residents/fellows with disabilities.
- N. Expenses for attending medical conferences may be available within the individual departments.

FELLOW RESPONSIBILITIES

The Fellow agrees to:

- A. The Fellow has been appointed as a Department of _____ Postdoctoral Fellow for the period from July 1, _____ through June 30, _____. The Fellow represents that he/she has completed a doctoral program curriculum and successfully graduated therefrom and has completed the requisite training necessary for entry into the training program. The Fellow must 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, where applicable.
 - 2. Provision of necessary documentation to enable the School of Medicine to obtain a permit for the Fellow to practice medicine and to establish the right to work, where applicable.
 - 3. Proof of compliance with immunization policy.
 - 4. Timely completion of the School of Medicine's application for the appointment, including appointment to the applicable Hospital Medical Staffs, as appropriate, listing all required information (including but not limited to medical school training and resident training) and returning to the School of Medicine with ample time for verification prior to start date. This is an absolute requirement before a Fellow may begin patient care responsibilities.

- B. The Fellow agrees to fulfill all educational requirements of the Program and to provide safe, effective and compassionate health care to patients in the course of his/her supervised clinical activity. The Fellow agrees to fulfill all educational requirements of the Program and to perform research activities complying with the ethical standards in research of the University. The Fellow agrees to comply with all University and Training Program policies and procedures as set forth in the Office of Graduate Medical Education (OGME) *Handbook*. This *Handbook* summarizes institutional policies regarding discipline, vacation, leave of absence, family medical leave of absence, moonlighting, grievance procedures (including those covering harassment and academic conduct), evaluation of Fellows, the Physician Impairment and Substance Abuse policy and others. The Fellow also agrees to comply with all policies and procedures of the Program's clinical training sites, including those of Yale-New Haven Hospital, insofar as they apply to Fellows. This will include participation 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. Copies of other School and University policies, including policies on non-discrimination, drug-free schools and drug-free workplace, are available from the Department, the OGME or the Dean's Office of the School of Medicine.
- C. The Fellow agrees to abide by the duty hours policy of the Institution and the individual Department (see attached). The Fellow agrees to ensure that his/her extracurricular activities (including moonlighting will not interfere with his/her educational obligations and responsibilities under the Program and require the prior approval of the Program Director. The Fellow acknowledges that moonlighting within any of the participating institutions in the Training Program must be included in the confines of the duty hours policies. The Fellow acknowledges that failure to do may result in termination from the Program. 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.
- D. The Fellow will sign the attestation sheet that they have reviewed the institutional and departmental policies on duty hours and moonlighting.
- E. The Fellow shall refrain from seeking or accepting remuneration from patients or payers for services rendered within the scope of training (except where special provisions are made).

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 (OGME *Handbook*) and Departmental Policies.
- B. This contract is contingent upon the physician having the requisite authorization (i.e. visa, EAD) to work in the United States prior to beginning the period of training/work. This is the responsibility of the physician to obtain, renew, etc. and failure to do so will result in the non-appointment/termination of the resident/physician.
- C. The Fellow's knowledge, skills, and professional growth shall be evaluated by the Program Director and Program faculty according to the established departmental procedure, on at least a semi-annual basis. The results of this evaluation shall be made known to the Fellow and written records relating thereto shall be accessible upon request.
- D. Unsatisfactory evaluation can result in required remedial activities, temporary suspension from duties, or termination from the program. Egregious violations may result in immediate dismissal from the program.

- E. Appointment to subsequent years shall depend upon satisfactory completion, as determined by the Department, of all academic responsibilities, including research and patient care, and in the related policies and procedures. Moreover, the Fellow acknowledges that reappointment to advanced years in the program is also conditional on demonstrating sufficient evidence, satisfactory to the Program Director, of the Fellow's professional knowledge, competence and behavior. In the case when appointment to continuing training in the program is not to be renewed, Program Directors must provide their residents with a written notice of intent not to renew such appointment no later than four (4) months prior to the end of the resident's current agreement of appointment. However, if the primary reason(s) for the non-renewal occur(s) within the four months prior to the end of the agreement of appointment, programs must provide their residents with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the agreement of appointment. Residents must be allowed to implement the institutions' grievance procedures when having received a written notice of intent not to renew their agreements of appointment.
- F. A Fellow shall have the right to grieve any adverse action in accordance with the Grievance Procedure, included in the *OGME Handbook*.
- G. Neither party shall terminate this agreement prior to its expiration 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.
- H. Leave periods of greater than Connecticut State regulated 16 weeks, may result in discontinuation of this agreement.
- I. The Institution 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 Institution begin the process of closing a residency program for any reason, the Fellows 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.
- J. The Institution will have a policy addressing administrative support for GME programs in the event of a disaster or interruption in patient care, including assistance for continuation of resident/fellow assignments, which will be included in the *OGME Handbook*.
- K. Certification of completion of the program will be contingent upon the Fellow's having, on or before the date of regular or early termination of appointment, returned all Department, University or affiliated site property such as books, equipment, pagers, identification cards, etc., having completed medical and other records as well as having met professional obligations.
- L. This contract is conditional upon satisfactory performance for the remainder of the current contract period.

Post Doctoral Fellow

Date

Program Director, Section

Date