



RESIDENT/FELLOW APPOINTMENT AGREEMENT
COVER SHEET

Resident: «First_Name» «Last_Name», «Title»

Sponsoring Institution: Christiana Care Health Services, Inc.

Residency Program: «Program»

Period of Appointment – Effective Date: «Contract_Start» Term: From Effective Date through «Contract_End».

Stipend: \$«Salary»

Address and Contact Person for Notice:

For Resident:
«First_Name» «Last_Name», «Title»

Address will be provided by Resident to CCHS

For Christiana Care:

Associate Chief Academic Officer
Christiana Care Health Services, Inc.
4755 Ogletown-Stanton Road
Newark, DE 19718

With Copy to:

Corporate Counsel
Christiana Care Health Services, Inc.
Legal/Risk Management Department
MAP II – Suite 2210
4735 Ogletown-Stanton Road
Newark, DE 19713

This Cover Sheet and the attached Standard Terms and Conditions, constitute the full Agreement between the parties.

Accepted and Agreed:

INSTITUTION:
CHRISTIANA CARE HEALTH SERVICES, INC.

RESIDENT:

By: _____
Brian Levine, MD
Associate Chief Academic Officer
DIO

By: _____
«First_Name» «Last_Name», «Title»

By: _____
Program Director

RESIDENT/FELLOW APPOINTMENT AGREEMENT TERMS AND CONDITIONS

THIS RESIDENT/FELLOW APPOINTMENT AGREEMENT (“Agreement”) is effective as of the Effective Date set forth on the Cover Sheet, attached hereto and incorporated by reference, by and between the Sponsoring Institution and Resident/Fellow.

WHEREAS, the Sponsoring Institution sponsors various Residency/Fellowship programs and the Resident/Fellow desires to be employed by Sponsoring Institution in the Residency/Fellowship Program as set forth on the Cover Sheet;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein and intending to be legally bound hereby, Sponsoring Institution and Resident/Fellow agree as follows: as a Resident/Fellow Contingent upon Resident’s/Fellow’s timely satisfaction of the following terms and conditions, Institution offers Resident/Fellow an appointment in the Residency/Fellowship Program as set forth in the Cover Sheet.

I. Mutual Responsibilities: The Resident/Fellow and Sponsoring Institution mutually agree to: 1) fulfill the educational and patient care requirements as set forth by the accrediting body (bodies) of the graduate training program to which the resident/fellow has been admitted; 2) fulfill the established program of each individual residency/fellowship program to which the Resident/Fellow is accepted; and 3) abide by the applicable portions of the Medical-Dental Staff Rules and Sponsoring Institution rules, regulations, policies, and procedures, as amended from time to time.

II. Resident/Fellow Responsibilities:

Each Resident/Fellow participating under this Agreement must meet the following requirements:

a. Fulfill the educational and patient care requirements and meet the expected competencies/milestones of the graduate training program in which the Resident/Fellow is participating.

b. Provide compassionate, timely, and appropriate patient care; accept the duties, responsibilities and rotations assigned by the Program Director and/or his/her designee; abide by the rules, regulations and policies of Sponsoring Institution and/or its Departments, Sponsoring Institution and/or its Departments to which the Resident/Fellow is assigned; and conform to the ethical and professional standards of the medical profession.

c. Perform his/her duties as required including but not limited to the completion of medical records in a timely fashion and in accordance with Sponsoring Institution rules, regulations, policies, and procedures. The Resident/Fellow may access the policy(ies) referenced herein on the Academic Affairs Website under Policies and Procedures.
<https://residency.christianacare.org/about/policies-procedures>

d. Meet the professional licensing requirements of the State of Delaware to be licensed to practice as required by the specific specialty. The revocation, suspension or termination of your License will constitute grounds for the immediate termination of this Agreement.

e. Present at all times a proper appearance and display a professional cooperative attitude towards patients, visitors, Sponsoring Institution employees, fellow Resident members, and Medical-Dental Staff. Residents/Fellows will strive for unsurpassed excellence in their performance.

f. Comply with Sponsoring Institution rules and regulations, policies and procedures, including but not limited to, the requirements for (1) a pre-employment physical (including drug screen), (2) immunizations, (3) infection control, (3) quality improvement, (4) risk management, and (5) stress management.

g. Abide by the Graduate Medical Education Committee policy, entitled, “Policy Against Harassment, Discrimination, and Retaliation, as may be amended from time to time. The Resident/Fellow may access the policy(ies) referenced herein on the Academic Affairs Website under Policies and Procedures.
<https://residency.christianacare.org/about/policies-procedures>

h. Abide by all other policies and procedures as outlined in the Policies and Procedures of CCHS, Graduate Medical Education Committee, Academic Affairs as may be amended from time to time, including but not limited to:

- Fair Hearing and Academic Appeal [Grievance Procedures],
- Impaired Physician [including substance abuse],
- Psychiatric issues,
- Resident Stress,
- Leaves of Absence, both Professional and Parental,
- Duty Hours

The Resident/Fellow may access the policy(ies) referenced herein on the Academic Affairs Website under Policies and Procedures. <https://residency.christianacare.org/about/policies-procedures>

- i. Resident/Fellow will cooperate with CCHS Risk Management and Legal Affairs in the review, investigation, and adjudication of all complaints or other legal actions brought against CCHS or its agents. This provision shall survive the termination of this Agreement of Appointment.
- j. Participate fully in educational activities, accept and follow direction provided by faculty members and more senior Residents/Fellows and, as directed, assume responsibility for teaching and supervising other residents/fellows, medical students, and other health care students and participate, as appropriate, in institutional committees and councils
- k. Apply reasonable cost containment measures in the provision of patient care.
- l. Inform the Sponsoring Institution Human Resources Department, Office of Academic Affairs, and the Program Director of changes in address and personal phone number.
- m. Inform the Sponsoring Institution Human Resources Department of any events requiring a change of benefits or tax status (e.g., change in marital status, birth or the adoption of a child).

III. Sponsoring Institution Responsibilities:

- a. Sponsoring Institution designs Resident/Fellow training programs to meet all applicable requirements established by the appropriate accreditation and certifying organizations.
- b. The Stipend will be payable in accordance with Sponsoring Institution's normal payroll practices, less required deductions for state and federal withholding taxes, social security and all other employment taxes and payroll deductions requested to be withheld by Resident/Fellow.
- c. Sponsoring Institution shall maintain professional liability insurance coverage with minimum limits of \$1 million per claim/\$3 million annual aggregate for services rendered by Resident/Fellow during the term of this Agreement as prescribed and supervised in the education/training program of the Resident/fellow. If the professional liability insurance is on a "claims made" basis, then Sponsoring Institution shall purchase appropriate tail coverage for claims, demands, or actions are reported in future years for acts or omissions during the term of this Agreement.
- d. Assist Resident/Fellow in obtaining a State of Delaware Limited Institutional License as required by the accrediting bodies listed in Section I.
- e. Provide and maintain suitable on-call quarters for nights on duty. Quarters will be assigned and access provided by the program through which Resident/Fellow is rotating.
- f. Provide prescribed uniforms and lab coats.
- g. Sponsoring Institution shall provide standard benefits, including paid leave, to Resident/Fellow as are customarily provided to similarly situated employed Residents/Fellows at Sponsoring Institution. Sponsoring Institution reserves the right to change the benefits provided to Residents/Fellows as necessary to conform to future legal requirements and/or future policies of Sponsoring Institution's Human Resources Department, provided that such change in benefits applies to all similarly situated Residents/Fellows. The administration of benefits is governed by the plan documents, and Sponsoring Institution policies and current law and regulations. The paid leave policy is set forth under the policy entitled, "Resident/Fellow Time Away from Work policy." The Resident/Fellow may access this policy on the Academic Affairs Website under Policies and Procedures: <https://residency.christianacare.org/about/policies-procedures>
- h. Provide counseling and support services as described in Sections III and IV of the Resident /Fellow Manual, as may be amended from time to time.

Please note that the Resident may access the Sponsoring Institution policies and procedures on the Academic Affairs Website under Policies and Procedures: <https://residency.christianacare.org/about/policies-procedures>

In particular please note the following policies:

- Residency/Fellowship Closure or Reduction in Size
- Resident/Fellow Duty Hours
- Resident/Fellows Time Away From Work
- Resident/Fellow Evaluations

In addition, please note that in the event the foregoing links change, Sponsoring Institution will provide Resident/Fellow with the proper access to the Resident/Fellow's policies.

IV. Duty Hours Requirements and Off-Duty Activities: Residency/Fellowship is a full time position with time devoted to both learning and supervised patient care. Limits on duty hours are placed on Residency/Fellowship programs to ensure optimal learning, safe patient care, and time for resident/fellow personal and family obligations. Resident/Fellow recognizes that remunerative professional activities outside the scope of the residency/fellowship program are considered not to be in the best interest of the Resident/Fellow or Sponsoring Institution. Sponsoring Institution does not encourage nor condone any off-duty professional remunerative activities that might interfere with the Resident's/Fellow's performance in, or obligations to the CCHS Residency/Fellowship Program. Sponsoring Institution does not provide malpractice for these activities. Resident/Fellow shall not participate in any outside remunerative activity in the PGY1 year. In the PGY2 year and above, Resident/Fellow must have prior written permission of the Program Director to undertake outside professional remunerative activities. Resident/Fellow must provide regular, written documentation of all outside professional remunerative activities to Program Director; failure to do so will result in immediate suspension. Residents/Fellows on remediation, suspension, or after failure to promote shall not undertake any outside professional remunerative activities. Resident/Fellow will abide by the Moonlighting Policy as outlined in the Graduate Medical Education Committee Policies and Procedures, as may be amended from time to time. Each CCHS Residency/Fellowship Education Committee may set policies which are more restrictive. Resident/Fellow will cooperate with CCHS and any accreditation or regulatory body requiring information about outside professional remunerative activities. The Resident/fellow may access the policy(ies) referenced herein on the Academic Affairs Website under Policies and Procedures.
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V. Reappointment: Upon the recommendation of the Department Education Committee and Program Director, fulfillment of all licensure and regulatory requirements, and approval of the Graduate Medical Education Committee, Resident/Fellow will be offered a position at the next level of graduate medical training for the upcoming academic year. This offer will be made no later than eight months after the start date of this contract, and will be contingent on the successful completion of the present year of training, as determined by the Department Education Committee, the Program Director, and the Graduate Medical Education Committee. Resident/Fellow may use the Fair Hearing and Academic Appeal Process to appeal any decision to not re-appoint Resident/Fellow for upcoming year. Should any Fair Hearing and Academic Appeal process extend past the termination date of this contract, Sponsoring Institution has no obligation to continue to employ Resident/Fellow but will complete the Fair Hearing and Academic Appeal process according to the current procedures.

VI. Termination: Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated:

A. By Resident/Fellow upon thirty (30) days prior written notice.

B. By Sponsoring Institution as a result of material breach by Resident/Fellow of any condition of this Agreement, other than an Academic Dismissal, if the breach is not cured upon thirty (30) days prior written notice. Material breach, includes but is not limited to, failure to maintain compliance with CCHS' standards, practices, or policies and/or educational standards or goals for the PGY requirements.

C. By Sponsoring Institution upon written notice to Resident/Fellow in the event Resident/Fellow: (1) Engages in an egregious conduct that jeopardizes the safety or well-being of Christiana Care patients, staff, independent contractors, and/or visitors or adversely affects Christiana Care's operations.

D. By Sponsoring Institution for Academic Dismissal under the Fair Hearing and Academic Appeal Procedures. A final determination to summarily dismiss or dismiss for academic reasons (as defined in the Fair Hearing and Academic Appeal Policy) shall result in a termination of the Agreement of Appointment.

E. By Sponsoring Institution upon notice to Resident/Fellow if his/her condition and/or health impairment would endanger the health or safety of a patient or materially affect his/her ability to provide services as required by Sponsoring Institution.

The rights of Resident/Fellow under this Agreement are contingent upon Resident/Fellow compliance with his/her responsibilities under this Agreement. In the event Resident/Fellow fails to comply with the terms of this Agreement, including pre-employment requirements, Sponsoring Institution may take appropriate action, including not authorizing Resident/Fellow to participate under this Agreement until such requirements are met.

VI. Applicable Law: The laws of the State of Delaware shall govern this Agreement.

VII. Waiver of Breach: The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

VIII. Severability: In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

IX. Nondiscrimination: Sponsoring Institution agrees (1) not to discriminate against any of its employees or applicants for employment because of race, color, religion, sex, or national origin, and further that it will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, sex, sexual orientation, religion, national origin, age, veteran status, disability or any other factor that may form the basis for discrimination and (2) to comply with all provisions of Executive Order 11246 of September 24, 1965, the rules, regulations, and relevant orders of the Secretary of Labor, and any other applicable laws.

X. Term: The term of this agreement shall be as set forth in the Cover Sheet, unless terminated earlier under other provisions of this Agreement.

XI. Compliance: The parties agree that they shall at all times conduct themselves in compliance with all applicable federal, state and local laws, rules and regulations and in compliance with Sponsoring Institution's existing corporate compliance program. Sponsoring Institution shall provide Resident/Fellow with a copy of its Code of Organizational Ethics and related federal Anti-Kickback Statute and Stark Law Policies and Procedures. Resident/Fellow shall participate in Sponsoring Institution's compliance training related to the federal Anti-Kickback Statute and Stark Law as required by Sponsoring Institution. It is not the purpose, nor is it a requirement of this Agreement or of any other agreement between the Parties, to offer or receive any remuneration or inducement to encourage the referral of any patient or other health care business. Each party to this Agreement certifies that the party shall not violate the Anti-Kickback Statute and the Stark law with respect to the performance of this Agreement.

XII. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one instrument, and may be delivered via facsimile or electronic transmission.

XIII. No Third Party Beneficiary: No person or entity not a party to this Agreement is intended to be a third party beneficiary under this Agreement.

XIV. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements. Any amendments to the Agreement must be in writing and executed by the parties hereto.