

THE MARY IMOGENE BASSETT HOSPITAL DOING BUSINESS AS  
BASSETT MEDICAL CENTER  
One Atwell Road  
Cooperstown, NY 13326

RESIDENT/FELLOW AGREEMENT  
TERMS AND CONDITIONS

I. The Resident's/Fellow's Agreement

Name:

Address:

Program:

PG Year:

Stipend:

Duration of Appointment:

The Mary Imogene Bassett Hospital, doing business as Bassett Medical Center ("Bassett") appoints the above named individual (the resident/fellow as described above), subject to the following terms and conditions:

II. The Resident's/Fellow's Responsibilities

- A. With guidance from Bassett or other assigned facilities' teaching staff, develop a personal program of self-study and professional growth;
- B. Under the supervision of the Bassett's teaching staff, provide safe, effective and compassionate patient care, commensurate with Resident/Fellow's level of advancement and responsibility;
- C. Perform the duties prescribed by Bassett and or the applicable hospital or an attending physician or department in a competent, efficient, satisfactory, humanistic, respectful, and courteous manner in strict accordance with the professional and ethical standards of the medical profession;
- D. Participate fully in the educational and scholarly activities of the program, including the performance of scholarly and research activities as assigned by the Program Director, attend all required educational conferences, and, as authorized by the teaching staff, assume responsibility for teaching and supervising other residents/fellows and students;
- E. Read, understand, agree to and adhere to established Bassett practices, procedures, and policies, including but not limited to the Code of Conduct, the Bylaws and Rules and Regulations of applicable Medical Staff(s), and all rules and regulations of other institutions or clinical sites during rotations;
- F. As directed by Bassett's program director, serve in all hospitals, clinics and activities to which the Resident/Fellow is assigned as part of the Bassett teaching program;
- G. Abide by all the laws of the State of New York relating to the practice of medicine as well as the standards required to maintain accreditation by The Joint Commission (TJC), ACGME and any other relevant accrediting, certifying, or licensing organizations;
- H. For graduates of international medical schools only: Provide Bassett with a copy of the certificate issued by the Educational Council for Foreign Medical Graduates

(ECFMG) prior to the date of appointment. Failing to provide this certificate will result in automatic revocation of the appointment;

- I. Present evidence of identity and eligibility to accept employment in the United States as required by federal law (and Bassett's onboarding policies) no later than the commencement date of the appointment;
- J. Satisfy all health requirements for employment by providing evidence of compliance with all immunization and tuberculosis requirements. Subsequent to the beginning of this Agreement, submit to periodic (post-appointment) health examinations and supplementary tests, which may include tests for substance abuse as are deemed necessary by Bassett to ensure that the Resident/Fellow is physically, mentally, and emotionally capable of performing essential duties and/or are otherwise necessary to the operation of Bassett. This appointment is contingent upon successful completion of a fitness for duty physical (provided by Bassett), as well as a negative test result on the pre-employment drug screen. The results of all examinations required by this Section J shall be provided to the Bassett Employee Health Office and/or Human Resources. The same requirements concerning the Resident's/Fellow's health status that applied at the time of the Resident's/Fellow's initial appointment shall apply thereafter and shall constitute a continuing condition of this Agreement and the Resident's/Fellow's appointment unless Bassett changes these requirements subsequent to the beginning date of the Agreement through written notice to the Resident/Fellow of such change.
- K. Participate in evaluation of the quality of education provided by the program and promptly complete evaluations of faculty and rotations;
- L. Through opportunities presented by Bassett, develop an understanding of ethical, socioeconomic and medical/legal issues that affect Graduate Medical Education and of how to apply cost containment measures in the provision of patient care and participate in quality improvement activities of the clinical services.
- M. Participate in institutional committees and councils, especially those which relate to patient care review activities, as determined by the program director;
- N. Participate in videotaping, photographing, filming, recording or other permanent preserving of mock drill, direct patient care, or other parts of his/her responsibilities under this agreement and permit use of this material for any purpose;
- O. Attend and participate in Risk Management presentations and comply with the policies, procedures and guidelines as required as a condition of professional liability coverage through the Bassett's Insurance Program; failing to comply may result in a suspension of insurance coverage;
- P. Participate in Infection Control education and complies with other health or safety requirements mandated by the New York State Occupational Health and Safety program or State/Federal regulations and Bassett.
- Q. Maintain personal appearance and conduct consistent with Bassett and other institution's standards. Understand that Bassett prohibits all forms of harassment and intimidation towards co-workers, subordinates, supervisors, students, patients or other workers on Bassett premises and that engaging in such behavior will result in disciplinary action, including but not limited to termination of participation in the program and employment.
- R. Fully cooperate with the Program and Bassett in coordinating and completing Residency Review Committee (RRC) and ACGME accreditation submissions and activities, including the legible and timely completion of patient medical records, charts, reports, time cards, statistical operative and procedure logs, faculty and program evaluations, and/or other documentation required by the RRC, ACGME, Bassett, NYS, TJC, Department, and/or Program.
- S. Acquire and maintain life support certifications in BCLS, ACLS, and ATLS (if applicable) as required by the Program.
- T. Return, at the time of the expiration or in the event of termination of the Agreement, all Bassett property, including but not limited to books, equipment, pager, uniforms; complete all necessary records; and settle all professional and financial obligations.

- U. Cooperate fully with all Bassett and Department surveys, reviews, and quality assurance and credentialing activities.
- V. Report immediately to the Bassett Risk Management Department or Legal/Compliance Department any inquiry by any private or government attorney or investigator or any inquiry by any member of the press. The Resident/Fellow agrees not to communicate with any inquiring attorney or investigator or any members of the press except merely to refer such attorneys and investigators to the Bassett Risk Management Department and to refer the press or third party inquiries to Bassett's Corporate Communications Department.
- W. Obey and adhere to the Bassett compliance program and "Code of Conduct".
- X. Cooperate fully with Bassett administration, including all departments in connection with the evaluation of appropriate discharge and post-Hospital care for Hospital patients.
- Y. Provide clinical services:
  1. Commensurate with the Resident/Fellow's level of advancement and responsibilities;
  2. Under appropriate supervision;
  3. At sites specifically approved by the Program; and
  4. Under circumstances and at locations covered by the Bassett professional liability insurance maintained for the Resident/Fellow in accordance with this Agreement.
- Z. Fulfill the educational requirements of the Program.

### III. Conditions for Reappointment

The duration of this Agreement is for a period of twelve (12) months. Reappointment and/or promotion to the next level of training is at the sole discretion of the Program Director and is expressly contingent upon several factors, including but not limited to, the following: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement, the continuation of Hospital's and Program's accreditation by the ACGME, Bassett's financial ability, and furtherance of Bassett's objectives.

Neither this Agreement nor the Resident's/Fellow's appointment hereunder constitute an option to renew or extend the Resident's/Fellow's appointment by Bassett or a benefit, promise, or other commitment that the Resident/Fellow will be appointed to the Staff for a period beyond the termination date of this Agreement.

In the event Bassett elects not to reappoint the Resident/Fellow to the Program and this Agreement is not renewed, Bassett will attempt to provide the Resident/Fellow with one hundred twenty days' advance written notice of its determination of non-reappointment. Bassett is under no obligation, nor may it be held liable for breach of this Agreement if it fails to provide such advance notice.

When non-reappointment is based on reasons other than the resident's/fellow's performance or his or her compliance with the terms of this Agreement, such non-reappointment when made by the Program Director shall be final and not subject to further appeal or review and shall not be grievable under Bassett's grievance procedure.

In the event the resident's/fellow's performance, at any time, is judged by the Program Director to be unsatisfactory or non-compliant with the terms of this Agreement, the Program Director shall notify the resident/fellow in writing of the nature of the unsatisfactory or non-compliant conduct or performance and engage in the steps described in Standards and Expectations for Performance and Fair Procedures for Corrective Action.

The Resident's/Fellow's failure to comply with remediation plans or the continuation of actions, conduct, and /or performance by the resident/fellow that are deemed unsatisfactory or non-compliant by Bassett shall be grounds for non-reappointment and/or disciplinary and corrective action.

#### IV. Bassett's Responsibilities

##### A. In General

Bassett will provide a suitable environment and educational program, within available resources, which meets the standards of the Essentials of Approved Residencies/Fellowships of the Accreditation Council on Graduate Medical Education. Bassett will award a certificate to the resident/fellow upon successful completion of an accredited training program or part of the training program completed at Bassett. The program director has sole responsibility for determining whether a certificate is awarded. Specific information related to the eligibility for specialty board exams will be provided by the training program and be accessed at the specialty board websites.

##### B. Compensation

Compensation is payable on a bi-weekly basis or in accordance with Bassett's then current payroll schedule. Stipends, if any, are subject to withholding of all applicable taxes.

##### C. Professional Liability Insurance

Professional liability insurance is provided for activities within the training program; coverage details are available from the Office of Compliance. The professional liability coverage for resident/fellow activities is through Community Hospital Alternative for Risk Transfer (CHART); this coverage is subject to such requirements, conditions and limitations of the Insurance Program as may exist from time to time. Moonlighting outside the Bassett Healthcare Network is not permitted and therefore not covered under the professional liability program for residents/fellows through the Insurance Program. A summary of specific coverage is included in the Summary of House Staff Benefits addendum to this agreement.

##### D. Benefits

Benefits specific to Graduate Medical Education are described in the Graduate Medical Education Policy and Procedure Manual available on the Bassett Intranet.

Included in these benefits are:

1. Financial Support
2. Paid Time Off
3. Paternal, Maternity, Medical and Professional Leave of Absence
4. Educational Allowance and Conference time

Other benefits available that are included in the summary of existing benefits appended to this Agreement are:

1. Professional Liability Insurance
2. Disability Insurance
3. Health, Dental, Pharmacy, Vision and Life Insurance (including dependents)
4. Meal Stipend

These are all provided as in effect in the applicable benefit plans, which are subject to change. Residents/Fellows will be notified in writing of changes in the benefit plan during the term of this Agreement.

E. Medical Record

Bassett will provide a system that documents the patient's illness, course and care, and is adequate to support the resident's/fellow's education, participation in quality improvement activities, and to provide a resource for appropriate scholarly activity.

F. On-Site Sleeping Quarters

On call rooms are available for residents/fellows at various sites throughout the hospital.

G. On-Call Food Services

Bassett provides both a stocked refrigerator in the House Staff Lounge as well a bi-annual stipend imbuement based on program and post-graduate year. A summary of specific coverage is included in the Summary of House Staff Benefits addendum to this agreement.

H. Uniforms and Laundry Service

Bassett issued white coats and scrubs are provided. Personalized or generic white coats are available through an external vendor. Scrubs are distributed through a machine. When soiled scrubs are deposited, the Resident/Fellow will receive a credit and can retrieve clean scrubs up to the credit limit.

I. General Call Schedule and Schedule of Assignments

As determined by individual programs, residency/fellowship schedules will be available prior to the academic year. Reasonable notice of hours of duty, work assignments and on-call schedules will be given to all residents/fellows by the Office of Medical Education.

V. Professional Activities Outside the Educational Program

Resident's/Fellow's services will be devoted solely to advancing the clinical and educational program, except the program director may approve in advance and in writing other services within the Bassett Healthcare Network provided by a resident/fellow as is deemed appropriate. Moonlighting is allowed within Bassett Healthcare Network and ACGME requirements for daily and weekly hours worked for residents/fellows within specific programs. Residents/fellows who have worked less than the allowable hours under these requirements may apply to the Program Director for approval of additional hours within the Bassett Healthcare Network.

VI. Evaluations

Each resident/fellow will be provided a written evaluation of his/her performance on each rotation in the individual's training program. The Program Director, or the Director's designee, will discuss the resident's/fellow's overall progress toward the resident's/fellow's educational objectives at least once during each six-month period of training. Written annual and summary evaluations will be provided and maintained in the Office of Medical Education of Bassett.

VII. Guarantee of Fair Procedures for Performance Deficiencies and Grievances

When actions by Bassett are contemplated, and those actions could result in dismissal or significantly threaten a resident's/fellow's intended career development, or when a resident/fellow has a grievance about an alleged misinterpretation or misapplication of

this agreement, or discrimination, or a grievance against a staff member, Bassett will provide the resident/fellow with an opportunity to discuss the complaint and/or to request a hearing which appeals the action (due process). Additional information is available in the Graduate Medical Education Policy and Procedures Manual, available from all Program Directors and Coordinators, the Office of Medical Education and on the Bassett intranet. A fair and consistent method for review of the Resident's/Fellow's concerns and/or grievances without the fear of reprisal is specifically included in the Standards and Expectations for Performance and Fair Procedures for Corrective Action policy which is contained in the Graduate Medical Education Policy and Procedures Manual.

VIII. Other Pertinent Policies

Policies including those on Residency/Fellowship Reduction and Closure; Effect of Leave on Completion of Program; Counseling, Medical, Psychological Support; Physician Impairment and Substance Abuse, Resident/Fellow Wellness; Supervision for Physician Trainees, Physician Trainee Work Hours and Dual Employment, and Disaster Response are included in the Graduate Medical Education Policy and Procedures Manual, available for review on the Bassett intranet. The table of contents of the Graduate Medical Education Policy and Procedures Manual is attached. Policies on Harassment, Counseling and Conduct, Personal Appearance, and Accommodations for Disabilities are available in the Human Resources Policy Manual located on the Bassett Intranet. These policies are in effect as of the date of this agreement. Residents/Fellows will be given notification of updated versions of policies whenever revisions are made and posted to the electronic GME Policy and Procedure manual on the Bassett Medical Center intranet.

IX. Release of Information

The undersigned consents to permit Bassett to seek independent verification of graduation from undergraduate, graduate, and medical school and other residency or training programs. Moreover, the undersigned will present evidence (original diploma and final transcript) of my successful graduation from medical school. To protect patients and to uphold Bassett's reputation, the undersigned agrees and understands that Bassett conducts an independent background check. Participation in this program and any contractual obligation to appoint and train the Resident/Fellow are contingent upon successful completion of the credentialing process.

X. Termination of Agreement

Bassett reserves the right to terminate this agreement or to take other action including temporary suspension if the resident/fellow violates the terms of this agreement, violates Bassett's Code of Conduct or other policies, or if the Resident's/Fellow's performance is unsatisfactory. If a Resident/Fellow is suspended, Bassett may withhold pay for the duration of the suspension. The undersigned understands that failure to provide requested or inaccurate information will render this agreement null and void.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Attachments