

The New York Hospital Medical Center of Queens
56-45 Main Street
Flushing, New York 11355

**Graduate Staff Member Agreement of Appointment and Employment
for the Academic Year 20xx-20xx**

INDEX

Accommodations for Disabilities	pg. 4, 8
Benefits, Insurance	pg. 2
Closures/Reductions	pg. 8
Counseling	pg. 3
Conditions for Reappointment	pg. 7, 9
Duty Hours	pg. 2-3, 4, 9
Graduate Staff Member Responsibilities	pg. 3-7
Grievance Procedures/Due Process	pg. 3, 8
Harassment	pg. 5
Leave of Absence	pg. 2, 8
Moonlighting	pg. 3, 4
Physician Impairment	pg. 3
Professional Liability	pg. 2

This Agreement between The NewYork Hospital Medical Center of Queens (“Hospital”) and the Name. (“Graduate Staff Member” or “GSM”) is entered into for the 20xx-20xx academic year, which is generally July 1, 20xx through June 30, 20xx but may begin earlier and end later if deemed necessary and approved by the Hospital. For the purposes of this Agreement, Graduate Staff Member shall include residents and fellows.

Hospital offers and Graduate Staff Member accepts employment by the Hospital and appointment to the Graduate Staff under the following terms and conditions:

- 1. **CLINICAL DEPARTMENT TRAINING PROGRAM** XXXXXXXXXXXX
- 2. **RESIDENT LEVEL *:** XXXX
- 3. **ANNUAL GROSS SALARY** \$XXXX

* Resident Level reflects the salary level at which this Agreement is offered. It may not correlate to the number of years after medical school.

4. HOSPITAL RESPONSIBILITIES

During the term of this Agreement the Hospital shall provide the following:

- A. **Professional Liability Coverage:** The Hospital shall provide GSM with occurrence made professional liability insurance coverage while acting within the scope of GSM educational training program with limits at least equal to those required for physicians in accordance with the Medical Staff By-Laws Rules and Regulations.
- B. **Amenities and Benefits:** The Hospital shall also provide the GSM with the benefits set forth in Attachment C hereto, including, but not limited to vacation, health and disability insurance, living quarters, on call rooms, meals and laundry service (entitled "Benefits of New York Hospital Medical Center of Queens Residents") starting on the first recognized day of GSM’s employment. GSM understands that in order to receive the benefits set forth in Attachment C hereto, they must enroll according to established Hospital procedures.
- C. **Leave of Absence:** Leave (which shall include sick leave, bereavement leave, maternity/paternity or family leave) may be taken according to Hospital policy on Resident Leave of Absence, attached hereto as Attachment M.
- D. **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 defined by the Program in conjunction with ACGME and specialty board requirements.
- E. **Work Hours:** The Hospital shall abide by the law pertaining to working hours for Graduate Staff and shall communicate its obligation in this regard to GSM. The GSM shall obey and adhere to the policies and practices of the Hospital regarding work hour limitations as set forth in Attachment I.

F. **Counseling, medical, and psychological support services:** The Hospital shall provide GSM with confidential counseling and psychological support services through the New York Hospital Queens Employee Health Service and the New York Presbyterian Occupational Health Service program. GSM understands that the Occupational Health Service Program can be reached at (212) 305-7590.

G. **Resident Concerns:** The Hospital shall provide a fair consistent method for the objective review of resident concerns, without the fear of reprisal, as described in Attachment J – Graduate Staff Evaluation, Disciplinary Procedures & Appeals Policy (Due Process) and Attachment Q - Non-Retaliation Policy.

H. **Hospital Policies:**

- 1) **Moonlighting:** The Hospital policy regarding moonlighting is attached hereto as Attachment K.
- 2) **Physician impairment and substance abuse:** The Hospital is committed to ongoing education on impairment and substance abuse. In addition to orientation and specific departmental education, information may be obtained through the Confidential Counseling Service or Occupational Health Services.
- 3) **Restrictive Covenants:** The Hospital shall not require GSMs to sign a noncompetition guarantee.
- 4) **Impaired Physician's Policy:** The Hospital has an Impaired Physician's Policy, which applies to GSM and is enumerated in the Graduate Medical Education Policy & Procedure Manual.

5. **GSM RESPONSIBILITIES**

The GSM agrees to:

- A. Develop a personal program of self study and professional growth consistent with ACGME core competencies with guidance from the teaching staff of the Hospital; participate in safe, effective and compassionate patient care under supervision in accordance with Institutional Supervision of Patient Care by Post Graduate Trainee Policy; participate in institutional programs and activities involving the Hospital Medical Staff and institutional committees and councils, especially those that relate to quality assurance and patient care review activities; and apply efficient measures in the provision of patient care.
- B. Successfully complete a pre-employment examination at the Hospital's Employee Health Service prior to the date of the commencement of my appointment. GSM agrees to cooperate with any additional Hospital health requirements or inquiries and to undergo any examinations or tests prior to the commencement of this appointment, or during GSM's appointment as required by the Hospital at its sole discretion from time to time in appropriate circumstances. GSM will also be required to undergo a pre-appointment drug

and alcohol screening and that positive results for alcohol or unauthorized substances will disqualify GSM from appointment. GSM also understands that the same requirements concerning their medical condition that applied when their appointment was made shall apply when they commence their internship (residency) with the Hospital and thereafter, unless the Hospital has changed these requirements. GSM agrees to immediately disclose to the Department Chair or Program Director any physical, mental or medical impairment which may prevent them from performing patient care duties in a reasonable manner, or which may pose a potential risk of disease transmission or affect the delivery of health care. GSM agrees to adhere to any and all requirements from the President of the Hospital, the Department Chair or his/her designee in connection thereof. Failure to comply with any of these requirements shall disqualify GSM from commencing appointment. The Accommodations for Applicants, Employees, and Resident Staff with Disability Policy will govern and is attached hereto as Attachment P.

- C. Provide promptly any and all information, which the Hospital may request in connection with my credentials in addition to what has been submitted, and also to cooperate fully with any Hospital review of my credentials at any time.
- D. Be responsible to and shall comply with instructions from the following persons: (a) Department Chair, or his or her delegate, with regard to the professional care of patients; and (b) the President of the Hospital, or his or her delegate, with regard to administrative matters.
- E. Practice only those clinical activities, which GSM is authorized to perform in accordance with their Clinical Delineation of Privileges.
- F. Practice only within the scope of the GSM's appointment and employment as well as perform satisfactorily and to the best of GSM's abilities the customary duties and obligations of the training program, as established by the Program, including timely completion of medical records and reports, as may be further set forth by the Hospital or Program or in other departmental documents.
- G. Not participate in any medical or employment of any kind unless: GSM submits a request to moonlight form in accordance with the Moonlighting policy attached hereto as Attachment K; GSM has the prior written approval of the Program Director and Designated Institutional Official; and, such activity is in accordance with all relevant regulatory requirements. GSM shall not participate in any educational activities, which the Department Chair would consider a conflict with the performance of their duties hereunder without prior written permission from him or her. Participation in medical practice, employment or educational activities other than pursuant to this agreement and applicable Hospital policies constitutes grounds for suspension or dismissal from the Graduate Staff at the Hospital's sole discretion. Participation in such other medical practice or employment will not be covered by Hospital insurance, malpractice or otherwise.
- H. Ensure that off-duty activities do not compromise the ability to perform work assignments.

- I. Obey and adhere to the policies, procedures and practices of the Hospital, including, but not limited to, those in compliance with The Joint Commission and the Accreditation Council for Graduate Medical Education (ACGME), Rules and Regulations and the New York State Department of Health (DOH), the American Dental Association-Commission on Dental Accreditation, the Council on Podiatric Medical Education (CPME), and those set forth in the following documents and, also, as adopted or revised from time to time by the Hospital at its sole discretion: By-Laws of The New York Hospital Medical Center of Queens; Medical Staff By-Laws Rules and Regulations; Graduate Medical Education Policy & Procedure Manual; Hospital Policy and Procedure Manual; Infection Control Manual; Guidelines regarding Supervision of Post-Graduate Trainees as described in Attachment B; Quality Assurance Program; Service manual, if any, and any other Hospital manual or bulletin which may be issued from time to time. Failure to comply with this paragraph shall constitute grounds for reprimand, warning, suspension, termination or other disciplinary action from the Graduate Staff at the Hospital's sole discretion.
- J. Obey and adhere to Hospital policies as to the prevention of transmission of infection including, but not limited to, universal precautions as set forth in the Infection Control Manual, Environment of Care Manual, and all policies and procedures existing or hereinafter issued. GSM understands that it is imperative that these policies are followed in order to protect themselves and others. By signing this agreement, GSM acknowledges that he/she received, read, and understand these policies and procedures in connection with transmission of infectious diseases. GSM agrees that if they have any questions or concerns about proper protection for transmissibility of infection they shall inform the Program Director or their designee promptly.
- K. Obey and adhere to all federal, state and local statutes, rules and regulations regarding Equal Employment Opportunity and to all policies and procedures of the Hospital pertaining to prohibition of sexual harassment and other forms of harassment, which are adopted from time to time by the President of the Hospital or by the Medical Board. GSM understands that it is the policy of the Hospital to prohibit sexual harassment in the workplace, and that it is defined as unwelcome sexual advances or other conduct of a sexual nature. Failure to comply with this paragraph shall constitute grounds for suspension or dismissal from the Graduate Staff at the Hospital's sole discretion. GSM further understands that the reporting of any act, which can be viewed as sexual harassment or other forms of harassment, is through the Department Chair, Program Director, Chief Resident, and/or the Graduate Medical Education Office.
- L. Abide by the Hospital policies as to the safety and security of all persons on these premises and to cooperate in order to maintain the Hospital as a safe place for all. GSM agrees to wear hospital identification badge at all times when on hospital premises. If GSM becomes aware of a situation that in their judgment appears to be unsafe, GSM agrees to notify the Director of Security or the Director of Environmental Health and Safety, the Administrator-on-call, and the Department Chair.
- M. Abide by the policies and procedures of the Hospital site to which GSM may be rotated where applicable to my performance herein. GSM authorizes NYHQ to provide the

Hospital site with information as to any matters pertaining to me, which in its discretion, affect the Hospital.

- N. Obey and adhere to Hospital policies and procedures regarding confidential information and the privacy regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), which may include, but is not limited to, information relating to patients (such as records, conversations, admittance information, patient financial information) including specially protected HIV related information, employees, hospital information (such as financial and statistical records, internal reports, memos, peer review information, proprietary computer programs and technology). As a condition of, and in consideration of access to confidential information including protected health information as defined by HIPAA. GSM promises that they will use confidential information only as needed by them to perform legitimate duties as member of the Graduate Staff. GSM will not access confidential information for which they have no legitimate need to know, and GSM will not in any way divulge, copy, release, sell, loan, revise, alter or destroy any confidential information except as properly authorized within the scope of professional activities as a member of the Graduate Staff and will not misuse confidential information, or by failing to safeguard information, allow unauthorized persons to obtain or access confidential information. GSM agrees to abide by the Electronic Medical Record Confidentiality Guidelines attached hereto as Attachment H.
- O. Promptly and legibly complete medical charts, and any electronic equivalent, other medical records assigned to GSM and any and all documentation requested, including but not limited to, work hour logs, relating to the time spent performing the services rendered to GSM's appointment.
- P. Cooperate fully with Hospital Administration, including, but not limited to the Divisions of Nursing, Quality and Operations and Financial Services, the Patient Case Management Committee, patient case managers and care managers, and the Hospital departments of Patient Case Management, Social Services and The Home Health Agency in connection with evaluation of appropriate discharge and post-Hospital care for Hospital patients. GSM agrees to cooperate in achieving the goals of the Organizational Performance Improvement Program.
- Q. Immediately notify the Hospital, through its Office of Legal Affairs and Risk Management, if GSM becomes involved in a legal matter or potential legal matter relating to professional activities engaged in during the term of this Agreement; and to cooperate fully with Hospital Management, the Office of Legal Affairs and Risk Management, its staff and all attorneys retained by the Hospital to fully investigate, prepare for and defend such legal matter.
- R. Refrain from seeking or accepting remuneration from patients or payers for services rendered within the scope of training.
- S. Maintain compliance with third party reimbursement programs, including but not limited to Medicare, Medicaid and represents that he/she has not been excluded as a provider under

any federal reimbursement program or sanctioned as a result of alleged violations of laws concerning Medicare, Medicaid fraud and abuse.

- T. Obey the law and shall comply with the Hospital's Corporate Compliance Program which provides for compliance with the law, including, but not limited to, the following: (a) the Federal Emergency Medical Treatment and Active Labor Act which requires that patients in emergency situations be evaluated, stabilized and then treated or transferred without regard to ability to pay, and prohibits "patient dumping" as set forth in Attachment D; (b) the Rights of Patients as set forth in the Patient's Bill of Rights attached hereto as Attachment E; (c) the "Summary of the New York State AIDS Confidentiality Law" attached hereto as Attachment F, and (d) the regulations pertaining to health care practitioner referrals for clinical laboratory services, pharmacy services, or x-ray or imaging services where GSM or an immediate family member has a financial relationship with such provider, other than this Hospital. By signing this agreement, GSM acknowledges that they have received, read, and understand and agree to abide by the provisions of (a) the Federal Emergency Medical Treatment and Active Labor Act, (b) The New York Hospital Medical Center of Queens Patient's Bill of Rights, (c) the Summary of the New York State AIDS Confidentiality Law, and (d) Hospital's Corporate Compliance Program attached hereto as Attachment N. If GSM has any questions about whether the law applies in a particular situation, GSM shall promptly make inquiry to the Office of Legal Affairs (day) or the Administrator-on-Call (nights and weekends).
- U. Comply with the Hospital Dress Code as described in Attachment G and shall present at all times a proper and professional appearance.
- V. Present at all times a courteous and respectful attitude toward all patients, Members of the Medical Staff, and Nursing Staff, employees and visitors at the Hospital and other facilities to which GSM is rotated. GSM recognizes that the Hospital environment reflects diverse cultural, religious/spiritual and ethnic backgrounds, and agrees to cooperate fully with all programs and practices developed to maintain and enhance an environment fostering respect and dignity for all persons.

6. TERM, TERMINATION AND CONDITIONS

- A. The term of this Agreement shall be for the academic year as stated 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 Attachment J - Graduate Staff Evaluation, Disciplinary Procedures & Appeals Policy.
- B. The Program Director, with the participation of the Program faculty shall evaluate, at least semi-annually, the knowledge, skills, and professional growth of GSMs. The results of this evaluation shall be made known to the GSM.
- C. Unsatisfactory evaluation can result in required remedial activities, suspension from duties, extension or termination of employment and residency education. Egregious violations may result in immediate dismissal from the program. Administrative proceedings

applicable to the Graduate Staff are set forth in Attachment J - Graduate Staff Evaluation, Disciplinary Procedures & Appeals Policy .

- D. GSM is encouraged to resolve grievances, including those of contract, duties, application of policies, performance evaluations, non-renewal, non-promotion, discrimination, or early termination, with the Program Director and Clinical Service Chief. To the extent that the GSM is dissatisfied, the Graduate Staff Evaluation, Disciplinary Procedures & Appeals (Due Process), will apply.
- E. GSM understands and agrees to the following: GSM may request vacation or a leave of absence for reasons of illness, injury, disability, family care, parental care or valid personal reasons provided my request is made in accordance with Resident Leave of Absence Policy, attached hereto as Attachment M. A leave of absence is an excused paid or unpaid absence from work of more than five days for an approved reason. A leave of absence request will not be unreasonably denied as long as it is consistent with applicable laws and consistent with Resident Leave of Absence Policy. GSM understands that such leave may affect or preclude fulfillment of the necessary requirements for completion of my residency program as determined by my Department Chair
- F. GSM may terminate their appointment at any time after notice to and discussion with the Department Chair or Program Director and on at least thirty (30) days written notice to the Hospital after that discussion.
- G. If the appointment is terminated: (a) GSM shall (i) receive their stipend to the date of such termination, minus any monies GSM owes the Hospital, (ii) return to the Hospital all property owned by it by the end of the date on which such termination takes effect and (b) the Department Chair shall recommend to the Hospital whether to extend credit to GSM for participation in the Program as a Graduate Staff member, but the Department Chair is not obliged to recommend that such credit be extended and the Hospital is not obliged to extend any such credit.
- H. The Hospital or the Program shall inform GSM 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 the residency program for any reason, the GSMs will be informed at as early a date as possible. The Hospital Policy and Procedure Regarding Residency Closures/Reductions is set forth in Attachment L.
- I. Certification of completion of the program shall be contingent upon the Resident 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. GSM is aware that failure to do so may result in the withholding of the final paycheck.
- J. If GSM is seeking appointment as a post graduate year (PGY 4) or higher resident, at the commencement of their appointment as a PGY 4 or higher, the Hospital may require that GSM submit either a copy of a valid New York State medical license, if eligible, or a

Limited Permit to practice medicine, if not eligible for licensure. If GSM is a dental or podiatry resident, the Hospital will require a Limited Permit.

- K. This agreement is conditional upon satisfactory performance for the remainder of the current contract period.
- L. Failure to comply with the terms of this Agreement will result in the imposition of sanctions in accordance with Hospital policy, State and federal law, and may include suspension or termination of my appointment.

8. IMMUNITY

In accordance with the Hospital's Medical Staff Bylaws, the New York State Public Health Law and regulations, The Joint Commission standards and other applicable laws and regulations, GSM agrees that:

- A. Hospital representatives may consult with others who have been associated with GSM and/or who have information bearing on GSM's competence and qualifications as part of the credentialing process.
- B. Hospital representatives may inspect all records and documents, including but not limited to private health information that may be used to evaluate GSM's professional qualifications and competence, physical and mental health status, and professional and ethical qualifications.
- C. GSM may be rotated to any institution or other sites at which GSM's services may be required from time to time in accordance with the educational objectives and curriculum of GSM's training program and ACGME requirements, and agree to comply with the policies and procedures of those sites to which GSM is rotated.
- D. The call schedule and schedule of assignment of Graduate Staff members vary among Hospital Services and are subject to change in accordance with Resident Work Hour Policy. The current schedules for the Service are described in Attachment A and are in accordance with Duty Hour requirements.
- C. Any act, communication, report, recommendation, or disclosure, performed or made in good faith and without malice and at the request of an authorized representative of this or any other health care facility, for the purpose of achieving and/or maintaining quality patient care shall be privileged to the fullest extent permitted by law.
- D. Such privilege shall extend to members of the Hospital's Medical, Professional Associate, Nurse Practitioner and Midwifery and Graduate Staff and the Board of Trustees, the Medical Board, the Hospital Administration, employees and agents of the Hospital, and to third parties, who supply information to any of

the foregoing authorities to receive, release, or act upon the same. For the purpose of this Section, the term "third parties" means both individuals and organizations from whom information has been requested by an authorized representative of the Medical Board or the Medical Staff.

- E. To the fullest extent permitted by law, there shall be absolute immunity from civil liability arising from any such act, communication, report, recommendation, or disclosure.
- F. Such immunity shall apply to all acts, communications, reports, recommendations, or disclosures performed or made in connection with this or any other health care facility's activities including, but not limited to: (1) applications for appointment or clinical privileges, (2) periodic reappraisals for reappointment or clinical privileges, (3) corrective action, including summary suspension and hearings thereon and any actions pursuant to the Medical Staff Bylaws, (4) medical care evaluations, and (5) other Hospital, Service or committee activities related to quality patient care and professional conduct.
- G. The acts, communications, reports, recommendations, and disclosures referred to in this Section may relate to a practitioner's professional qualifications, clinical competency, character, mental or emotional stability, physical condition, ethics, or any other matter that might be relevant to the practitioner's appointment to the Graduate Staff or his or her privileges, or patient care.
- H. The Hospital shall report incidents of possible professional misconduct with respect to the GSM as required by New York State Public Health Law 2803-e and other applicable local, state and federal law. The Hospital and all individuals acting on behalf of the Hospital in making said reports shall have immunity with respect to same. The Hospital shall have sole discretion in determining its obligation under law to make such reports and will not be obligated to disclose to the GSM the making of such reports or any documentation related thereto.
- I. In furtherance of the foregoing, upon request of the Hospital, GSM agrees to execute releases, waivers of liability, confidentiality statements or other necessary documents.
- J. In entering into this Agreement, the Hospital does not waive any other reporting obligations or immunity it may have under local, state and federal law with respect to the GSM.

9. MISCELLANEOUS

- A. This letter, including the Attachments hereto, contains the entire agreement and understanding between the parties hereto and supersedes all prior agreements relating to the subject matter hereof, and may be modified only by a written instrument executed by both parties and duly, expressly and specifically authorized by the Board of Trustees of the Hospital.

- B. This letter shall in all respects be governed by and construed in accordance with the laws of the State of New York. Notwithstanding any other provisions in this letter, the Hospital remains responsible for ensuring that any service provided pursuant hereto complies with all pertinent provisions of Federal, State and local statutes, ordinances, rules and regulations, and GSM acknowledges the Hospital's responsibility to obey and adhere to all applicable governing law and agree to cooperate fully with the Hospital in complying with its responsibility and all Hospital policies and procedures established to fulfill that responsibility.
- C. GSM hereby designates the Hospital, as his/her agent for service of process during the term of this Agreement for any incident arising in the course of his/her performance pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**THE NEW YORK HOSPITAL MEDICAL
CENTER OF QUEENS**

GRADUATE STAFF MEMBER

_____ **BY** _____

Signature: _____

Signature: _____

Name: Anthony Somogyi, M.D.

Name: _____

Title: Director, Graduate Medical Education
and Designated Institutional Official

Date: _____

Date: _____