

**Graduate Staff Member Agreement of Appointment and  
Employment for the Academic Year 2018-2019**

This Agreement between NewYork-Presbyterian/Queens (“Hospital”) and the undersigned (“Graduate Staff Member” or “GSM”) is entered into for the 2018 - 2019 academic year, which is generally July 1, 2018 through June 30, 2019 but may begin earlier and end later if deemed necessary and approved by the Hospital.

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

**1. CLINICAL DEPARTMENT TRAINING PROGRAM** \_\_\_\_\_

**2. RESIDENT LEVEL \*:** \_\_\_\_\_

**3. ANNUAL GROSS SALARY** \_\_\_\_\_

\* 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 adequate professional liability insurance that shall cover GSM while rendering professional services within the scope of his/her employment and appointment pursuant to this Agreement including after completion of the program(s) if the alleged acts or omissions of GSM are within the scope of his/her employment. Professional liability insurance for special rotations outside of the Hospital, including outside electives, is subject to the approval of the Program Director and the Graduate Medical Education ("GME") Office. In instances where the Program Director identifies such special rotations as being critical to the overall educational program, the Hospital *may* elect to extend professional liability coverage. Additional information regarding professional liability insurance coverage provided to GSM is available from the GME office upon request.
- B. **Amenities:** The Hospital shall also provide the GSM with uniforms, on-call rooms, and access to food and parking. The Hospital shall also provide such other support as shall be necessary to provide a safe and appropriate work and educational environment.
- C. **Benefits:** The Hospital shall provide the GSM with health insurance, life insurance, and disability income insurance as prescribed by the Hospital. Additional information regarding benefits is available on the GME website at ([NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures)).
- D. **Paid vacation:** GSM shall be entitled to 20 days paid vacation in accordance with Hospital policy. Vacation time may be taken subject to the needs of the particular service as determined by the Program Director.

- E. **Leave of Absence:** Leave (which shall include sick leave, bereavement leave, maternity/paternity or family leave) may be taken according to Hospital policy on Graduate Staff Leave of Absence. Additional information regarding this policy is available at GME website at ([NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures)).
- F. **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 applicable ACGME, CODA, CPME and/or specialty board requirements.
- G. **Work Hours:** Resident duty hours and on-call schedules will conform to the requirements of the ACGME as well as applicable New York State regulations. The institutional Policy regarding duty hours is available on the GME website at ([NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures)). Program policies regarding duty hours are available in each department.
- H. **Counseling, medical, and psychological support services:** Counseling, medical and psychological support services are provided through the Hospital Employee Health Services or Confidential Counseling Service and Occupational Health Services at (212) 305-7590. Additional information is available upon request. Additional medical support services are available through the resident's individual health insurance coverage.
- I. **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 Graduate Staff Evaluation, Disciplinary Procedures & Appeals Policy (Due Process) and Non-Retaliation Policy which are available on the GME website ([NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures)).
- J. **Hospital Policies:**
- 1) **Moonlighting:** The Hospital policy regarding moonlighting is available on your practitioner's homepage on the GME website at ([NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures)). Departmental policies are established and available in each department. The hospital does not provide professional liability insurance for external moonlighting rotations.
  - 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. The policy regarding physician health including impairment and substance abuse involving GSMs is available on the GME website at ([NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures)).
  - 3) **Sexual Harassment:** The Hospital does not tolerate sexual harassment. The Hospital policy regarding harassment is available on the GME website at ([NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures)).
  - 4) **Accommodation for Disabilities:** All employees and qualified applicants with disabilities will be afforded equal opportunities and treatment with respect to hiring and terms and conditions of employment. The hospital policy regarding Accommodations for Disabilities is available on your practitioner's homepage on the GME website at ([NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures)).

- 5) **Restrictive Covenants:** The Hospital shall not require GSMs to sign a noncompetition guarantee.

## 5. GSM RESPONSIBILITIES

The GSM agrees to:

- A. Develop a personal program of self-study and professional growth consistent with ACGME core competencies; 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. Comply with mandatory pre-placement health clearance prior to starting the residency, including, without limitation, drug screening and documentation of immunizations. GSMs are expected to provide proof of immunization against Hepatitis B or a signed declination in OSHA language, and to provide Hepatitis B and C serologies (HBsAg, HBsAb, Hepatitis C, Ab) performed no earlier than 4 months prior to start date.

Pre-placement health clearance may require further evaluation of medical conditions and may delay the GSM's ability to start the program. A delayed start, which assumes that the clearance criteria are ultimately met, will result in the delayed time being considered vacation time.

The GSM understands that failure to comply or to submit to such testing before or during employment will result in the withdrawal of any offer of employment or the termination of this Agreement. Failure to meet the criteria for clearance will also result in the withdrawal of any offer of employment or the termination of this Agreement.

GSM further understands that the obligation to inform the Hospital, Chief of Service or Program Director of a physical or mental impairment, which was not previously disclosed to the Hospital, is a continuing obligation during the term of this Agreement.

- C. Comply with the credentials verification procedure, including:
1. Demonstrating eligibility for Graduate Staff membership in accordance with the hospital's GME eligibility criteria which is available on the GME website at ([NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures)).
  2. Providing necessary documentation as requested by the Hospital to establish the ability to work. This may include fingerprinting and background verification.
  3. Completing the Hospital's application for the appointment to the Graduate Staff listing all information requested and returning it to the GME office on a timely basis as determined by the Hospital.

- D. 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.
- E. Abide by the Hospital policies and practices including, without limitation, the Hospital's Bylaws; the Medical Staff Bylaws and Rules and Regulations insofar as they are applicable to GSMs; Hospital policies on Sexual Harassment, Physician Impairment, Substance Abuse; privacy and confidentiality of hospital information including patients' protected health information; Joint Commission on Accreditation of Healthcare Organizations' standards and New York State Department of Health regulations. Copies of these policies are available upon request.
- F. Abide by the Hospital policy on Inventions and Intellectual Property which states in part that work products that are wholly or partially created with the use of the Hospital's resources, derive from activities of the GSM while employed by the Hospital pursuant to this agreement, or otherwise related to the operations or activities of the Hospital shall be the sole property of the Hospital.
- G. Ensure that off-duty activities do not compromise the ability to perform work assignments.
- H. Comply with Hospital (institutional) and departmental policies regarding moonlighting, including pre-approval of moonlighting activity by the Program Director.
- I. Comply with Hospital (institutional) and departmental duty hours policies, agree to regular reporting of work hours as required by institutional or departmental policies, and cooperate with internal as well as external regulatory audits of work hours.
- J. Participate as requested in all mandatory training, including, without limitation, training in blood borne and airborne pathogens, risk management and any other educational training requested by OSHA, TJC or per Hospital policy.
- K. Abide by the Code of Conduct as adopted by the Hospital and Medical Staff.
- L. 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.
- M. Refrain from seeking or accepting remuneration from patients or payers for services rendered within the scope of training.
- N. 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.

- O. Abide by the policies and procedures of the hospital site to which GSM may be rotated where applicable to my performance herein. GSM authorizes Hospital to provide the rotation site with information as to any matters pertaining to GSM, which in its discretion, affect the Hospital.
- 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 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.

## **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 Hospital (institutional) policy on Graduate Staff eligibility, Selection, Evaluation, Promotion, and Dismissal available on the GME website at [NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures) and Departmental Policies which are available upon request.
- 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. The GSM will adhere to the USMLE/COMLEX Step III Policy at [NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures). The Program Director and/or their designees shall monitor and assure compliance with this policy.

### **Comply with Hospital (institutional) and departmental duty hours policies, agree to regular**

- 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 the Hospital's Medical Staff Bylaws, available upon request.
- D. The GSM is encouraged to resolve grievances, including those of contract, duties, application of policies, performance evaluations, non-renewal, discrimination, or early termination, with the Program Director and Clinical Service Chief. To the extent that the GSM is dissatisfied, the institutional grievance policy, available on the GME website at ([NYP.org/queens/gme-policies-procedures](http://NYP.org/queens/gme-policies-procedures)), will apply.
- E. Continuation of insurance coverage or other benefits upon termination, leave or suspension shall be as further set forth in the applicable Hospital Policies which are available upon request.
- F. Neither party shall terminate this agreement prior to its expiration date 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.

- G. The Hospital or the Program shall inform GSMs 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. In case of such a closure, or in case of the closure of the Hospital, GSMs will receive treatment equal to that provided to other staff.
- H. Certification of completion of the program shall be contingent upon the GSM 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.
- I. This agreement is conditional upon satisfactory performance for the remainder of the current contract period.
- J. Failure to comply with the terms of this Agreement will result in the imposition of sanctions in accordance with Hospital policy, Medical Staff Bylaws, State and federal law, and may include suspension or termination of my appointment.
- K. This agreement is subject to the GSM's appointment/reappointment to the medical staff as approved by the Board of Trustees.

## **7. CONFIDENTIALITY**

The GSM understands that he/she may have access to confidential information which may include, but is not limited to, information relating to:

- Patients (such as records, conversations, admission information, patient financial information), including specially protected HIV related information.
- Employees, affiliates, other practitioners (such as salaries, employment records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology).
- Third party information (such as computer programs, client and vendor proprietary information, source code, proprietary technology).

The GSM agrees NOT to:

- A. Access confidential information that the GSM has no legitimate need to know;
- B. Divulge, copy, release, sell, loan, revise, alter, or destroy any confidential information, except as properly authorized within the scope of professional activities as a GSM;
- C. Misuse confidential information or allow unauthorized persons to obtain or access confidential information;
- D. Disclose any access code or any other authorization that allows access to confidential information for other users;

The GSM agrees to:

- A. Access and use confidential information only as needed to perform the GSM's legitimate duties.

- B. Accept responsibility for all activities undertaken using the GSM's access code or other authorization.
- C. Report to the Graduate Medical Education Office or Program Director or Clinical Service Chief any suspicion or knowledge that an access code or other authorization or any confidential information has been misused or disclosed without the Hospital's authorization.

The GSM agrees that:

- A. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
- B. Obligations under this Agreement remain in effect at all times during the GSM's appointment and continue after termination or expiration of the appointment.
- C. There is no right or ownership interest in any confidential information referred to in this Agreement.
- D. New York-Presbyterian/Queens may at any time revoke an access code, other authorization, or access to confidential information.

## **8. IMMUNITY**

In accordance with the Hospital's Medical Staff Bylaws, the New York State Public Health Law and regulations, JCAHO standards and other applicable laws and regulations, the 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.
- 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. 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, (5) utilization reviews, and (6) 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 may 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.

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

**NEWYORK-PRESBYTERIAN/QUEENS**

**GRADUATE STAFF MEMBER**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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