NEW YORK UNIVERSITY SCHOOL OF MEDICINE

HOUSE STAFF CONTRACT

Academic Year 2016-2017

This annual contract, made April 1, 2016, between New York University School of Medicine ("NYU"), an administrative unit of New York University, having offices at 550 First Avenue, New York, New York 10016, and <<FirstName>> <<MiddleName>> <<LastName>> <<Credentials>> ("the Resident"), is entered into for one year beginning <<StartDate>> and ending <<EndDate>>. This contract serves as a single statement of understanding between the Resident/Fellow and NYU. Contracts will be issued each year that a resident or fellow is in training at NYU.

The Resident agrees to accept appointment as a trainee under the following terms and conditions:

1. Residency/Fellowship Training Program: <<Program>>
2. Department: <<Department>>
3. Training Level in Residency/Fellowship Program (clinical year): <<Status>>
4. Residency/Fellowship Training Program Length: <<ProgramStart>> - <<ProgramEnd>>
5. Training and Employment Status: Full Time
6. Compensation. During the course of the training program, the Resident may be required to switch among the payrolls of the Affiliated Hospitals.
   a. NYU Hospitals Center and NYU Lutheran Medical Center
   b. Bellevue Hospital Center.
   c. Other Affiliated Hospitals.
      Compensation will be calculated on the basis of:
      Salary Level: (PGY) <<CompensationStatus>>
      • NYU Salary Amount (2,900 meal stipend is included): <<Compensation>>per annum
      • Lutheran Salary Amount ($1,440 meal Stipend is not included in salary): <<Compensation>>per annum

    The Resident/Fellow will be paid through his or her last day of work only. The ending date of this contract does not necessarily reflect the Resident’s/Fellow’s last day of work.

7. Reappointment, Promotion, or Completion. The decision to reappoint or promote the Resident to progressive post-graduate-year ("PGY") training levels, or to issue a Certificate of Completion to him/her at the conclusion of the Residency Training Program ("training program"), will be made on an annual basis, subject to the determination of the Department Chair. That determination will be based on the Resident's performance, as documented in written evaluations and related documents that reflect the Resident's ability to master the skills and body of knowledge essential to the successful conclusion of his/her training program. The Resident will be offered an annual renewal of this contract upon reappointment or promotion to each progressive PGY level.

8. Affiliated Hospitals. An Affiliated Hospital is a hospital that provides medical services to members of the public in the course of an approved medical or other professional health care
clinical training program and that has an affiliation agreement with NYU to provide such training. In this document, Affiliated Hospitals include NYU Hospitals Center, Bellevue Hospital Center, Veterans Affairs New York Harbor Healthcare System, Lenox Hill Hospital, Memorial Sloan-Kettering Cancer Center, Jamaica Hospital, Gouverneur Hospital, Woodhull Hospital, Rockland Psychiatric Center, Rockland Children's Psychiatric Center and Manhattan Psychiatric Center. Each Affiliated Hospital is a separate entity and cannot bind any others through its actions.

9. **NYU's Responsibilities.**

   a. **Professional Liability Insurance.** NYU will assure that the Resident is provided with professional liability coverage for the duration of his/her training at NYU. Such coverage will defend and indemnify the Resident and NYU against liability while the Resident is performing his/her duties in the course and scope of the training program. Liability insurance also will provide defense and indemnification protection from claims reported or filed after the completion of the training program, provided the Resident's alleged acts or omissions occurred within the scope of the training program. The Resident’s liability insurance coverage will not extend to medical services rendered outside of officially scheduled assignments, duties, or rotations. Residents who are on the NYU payroll will be provided liability insurance by Bellevue Hospital when in performance of their duties at Bellevue Hospital. Likewise, residents who are on the Bellevue payroll will be provided liability insurance by NYU Hospitals when in performance of their duties at NYU Hospitals.

   b. **Benefits.** NYU will assure that the following benefits are provided to the Resident effective on `<StartDate>`:

      1) **Insurance.**

         a) **Medical & Disability Insurance.** The specific medical and disability insurance benefits offered to the Resident, his/her spouse, and/or covered children will change, depending on which Affiliated Hospital employs the Resident during the term of this agreement. Charges for services not covered under the Resident's medical plan, if any, are the responsibility of the Resident.

         b) **Other Insurance.** Depending on which Affiliated Hospital's payroll the Resident is on at the time, the Resident, his/her spouse, and/or covered children may be eligible to participate in the following insurance plans.

            - Prescription
            - Dental
            - Vision
            - Accidental Death and Dismemberment
            - Life
            - Dependent Life

      2) **Vacation.** The Resident will be eligible for four (4) weeks paid vacation per annum. Unused vacation may neither be carried over to subsequent years nor be paid out in cash. The vacation policy is available on the Web. [http://gme.med.nyu.edu/policies-procedures/policies](http://gme.med.nyu.edu/policies-procedures/policies)

      3) **Leaves of Absence.** The NYU School of Medicine policy covering all Leaves of Absences and Paid Time off (including vacation) can be found at: [http://gme.med.nyu.edu/policies-procedures/policies](http://gme.med.nyu.edu/policies-procedures/policies)

   c. **On-Call Quarters.** NYU will assure that suitable on-call quarters are provided to the Resident.

   d. **Housing.** NYU will assist the Resident in locating housing. (NYU has a very limited quantity)

   e. **Meals.** Adequate meal service is available to the Resident at each Affiliated Hospital. Meal stipends are included in the base salaries.

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1 Offered by Bellevue Hospital Center only.

______ Resident/Fellow Initials
f. **Uniforms & Laundry.** NYU will arrange for uniforms and laundry service for the resident.

10. **Resident's Responsibilities.** The Resident is required to comply with the requirements of each Affiliated Hospital to which s/he is assigned.
   a. **Credentialing.** The Resident agrees to comply with each Affiliated Hospital's credential verification and appointments procedure. The Resident must submit all the requested information to the NYU Office of Graduate Medical Education prior to the Resident's date of hire. The Resident will be permitted neither to begin a training program nor to receive any other benefits under this contract without having met such credentialing requirements, which include:
      - Completion of applications for house staff appointment.
      - Proof of graduation from medical school.
      - Documentation of National Providers Identification Number (NPI).
      - ECFMG Certification and Visa if the Resident is an International Medical School Graduate.
      - A valid NYS Medical License (or limited permit, if not eligible for license) is **required** for:
        a. **All** House Staff Officers in a non-ACGME or non-AOA accredited program
        b. **All** H1B Visa trainees PGY-2 and higher
        c. **All** Oral Surgery House Staff Officers - A limited permit is no longer required for residents to practice in a general or specialty practice residency program approved by the Commission on Dental Accreditation. A properly admitted resident may begin clinical practice from the start of the residency program. However, law requires that within 60 days from entry into the program, a resident must be registered and pay an annual residency registration fee of **$105.00**. The OMS Residency Directors must submit this information to the New York State Education Department.
      - Documentation of identity and right to work, including fingerprinting and background checks as required by any of the Affiliated Hospitals.
      - Proof of compliance with NYU's immunization policy and medical clearance, including toxicology screening, as described in the Road to Residency and Fellowship Document.
   b. **Licensure.** The NYU School of Medicine Licensure policy can be found at: [http://gme.med.nyu.edu/policies-procedures/policies](http://gme.med.nyu.edu/policies-procedures/policies) The New York State licensure requirements and applications for physicians in training can be found at: [http://www.op.nysed.gov/prof/med/](http://www.op.nysed.gov/prof/med/)
   c. **Supervision.** With respect to participation in direct patient-care activities, overall professional training, and academic affairs, the Resident agrees to be responsible to the medical staff and to the Chief Resident of the Affiliated Hospitals under whose supervision the Resident may provide service; with all other respects, the Resident agrees to be responsible to the Director or his/her designee. The Supervision of House Staff Officers Policy is available on the Web: [http://gme.med.nyu.edu/policies-procedures/policies](http://gme.med.nyu.edu/policies-procedures/policies)
   d. **Training and Competence.** The Resident agrees to: demonstrate appropriate levels of training and competence as established by the training program's standards of performance (including keeping charts, records, and reports signed and up to date); participate in the educational activities of the training program; assume responsibility for teaching and supervising other residents and students, as appropriate; participate in institutional orientation and educational programs and other activities; and participate in institutional committees and councils to which the Resident is appointed or is invited.

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2 Bellevue Hospital Center will charge the Resident $91.50 for mandatory fingerprinting at that institution.
e. **Abiding by Policies.** In the performance of his/her duties, the Resident agrees to abide by the bylaws, rules and regulations, practices, procedures, and/or policies of NYU, programs and clinical departments, and the Affiliated Hospitals to which the Resident may rotate as part of the training program. When at NYUHC Residents shall comply with all NYULMC policies and procedures regarding compliance requirements. Resident shall report any suspected compliance issues to his/her supervisor, the Designated Institutional Official (DIO), the Compliance Office or the Compliance Helpline 1-866-NYU-1212 (1-866-698-1212).

f. **OSHA & CDC Recommendations.** The Resident agrees to comply with OSHA and CDC recommendations, which assume that every direct contact with a patient's blood and other body substances is infectious. The Resident, therefore, is required to use protective equipment to prevent parenteral, mucous membrane, and non-intact skin exposures, which include gloves, face protection (masks and goggles), and cover gowns provided by the Affiliated Hospital to which the Resident is assigned.

g. **Billing.** The Resident agrees not to bill any patient or third party, or to accept fees from any patient, for services rendered in the course of the training program.

h. **Moonlighting.** The Resident agrees not to engage in any moonlighting activity without prior written approval from the Director, in accordance with the NYU policy on moonlighting. The Moonlighting Policy for House Staff Officers can be found at: http://gme.med.nyu.edu/policies-procedures/policies

i. **Communication.** The Resident/Fellow acknowledges that NYU disseminates information relevant to the Resident’s training program through the Resident’s NYU e-mail account; accordingly, the Resident agrees to check and respond to his/her NYU e-mail regularly.

j. **Patient Privacy.** During the term of this contract the Resident must comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) regarding patient privacy and security. Resident shall maintain the confidentiality of all patient protected health information (PHI). Resident agrees to comply with all Affiliated Hospital policies and procedures regarding HIPAA and MCIT Data Security including ensuring that any laptop computers and USB flash drives are encrypted and that all laptop computers are equipped with device tracking and device wiping software. Resident shall report any possible breaches or losses of patient information to the HIPAA Helpline 1-877-PHI-Loss (1-877-744-5677) as soon as Resident becomes aware of the breach or loss.

11. **Duty Hours.** Duty-hour and on-call schedules will take into consideration the needs of the patient, the educational needs of the Resident, and continuity of care, while conforming to institutional policies, Accreditation Council for Graduate Medical Education (“ACGME”) Common Program Requirements, Section D, “Resident Duty Hours and the Working Environment,” and applicable laws and regulations under the New York State Code of Rules and Regulations, Section 405.4, which relate to duty hours. The Resident is expected to be alert during his/her duty hours and must not regularly report to work without sufficient rest. The Director or his/her designee will schedule night duty on a rotational basis, whenever s/he deems it possible or applicable, and program faculty will determine whether the Resident is able to perform his/her duties. The Resident is responsible for complying with work hour limitations and must report any infraction of duty hour requirements or regulations in accordance with the grievance process of the hiring institution. The Duty Hours Policy for House Staff Officers is available on the Web: http://gme.med.nyu.edu/policies-procedures/policies

12. **Discrimination & Harassment.** NYU prohibits any form of discrimination, harassment or retaliation. NYU's policy on sexual and other forms of harassment is included in the Human Resources Policies Page of NYU Hospitals Center. The Resident should report complaints of harassment and/or exploitation directly to the NYU Director of Human Resources and all appropriate Affiliated Hospital Human Resources departments. The NYU Human Resources
Policy Page can be found by logging into atNYULMC.org and clicking on Human Resources link on the Career and Benefits Tab. On the Human Resources page, click on the Employee and Labor Relations link on the left side and then select Introduction to Human Resources Significant Policies from the menu below.

13. Impairment. Any Resident who suffers a physical or mental illness, abuses drugs or alcohol, or undergoes a procedure, which may impair his/her clinical ability, must promptly notify the Director. At any time, the Director may require the Resident to submit to a physical and/or mental examination, including any necessary laboratory testing, by a physician or physicians acceptable to the Director, to determine if the Resident is free from health impairments which pose potential risk to patients or to personnel or which may interfere with the performance of clinical duties. If the Resident suffers impairment, the policy and procedures described in the NYU Impairment Policy for Residents and Fellows will be applicable, in accordance with Section 16, Due Process, of this document. The policy is available on the Web: http://gme.med.nyu.edu/policies-procedures/policies.

14. Accommodation for Disabilities. NYU shall provide reasonable accommodations for and assurance of non-discrimination toward qualified individuals with disabilities in accordance with American Disabilities Act. NYU's policy on Accommodation of Disabilities is included in the Human Resources Policies Page of NYU Hospitals Center. The NYU Human Resources Policy Page can be found by logging into atNYULMC.org and clicking on Human Resources link on the Career and Benefits Tab. On the Human Resources page, click on the Employee and Labor Relations link on the left side and then select Introduction to Human Resources Significant Policies from the menu below.

15. Counseling. NYU will facilitate access to appropriate, confidential medical and psychological counseling and other support services upon request from the Resident if s/he is impaired or is stressed by the pressures of residency training.

16. Patents Policy. The Resident is subject to the New York University Statement of Policy on Patents, which requires prompt disclosure and submission to the Office of Industrial Liaison any invention that reasonably could be considered patentable and that is developed by the Resident, or with some other person, either in the course of the Resident’s training program or in connection with research or related activities. The policy is set forth in full in the New York University Faculty Handbook and is available on the Web: http://gme.med.nyu.edu/policies-procedures/policies.

17. Due Process. NYU will apply the policy and procedures described in the NYU Evaluation Policy for Residents and Fellows and the NYU Corrective Action and Disciplinary Policy for House Staff whenever any proposed disciplinary action involves the Resident and/or whenever the Resident exercises his/her right to appeal any adverse action, part of professional or reportable record taken by NYU or NYU Lutheran Medical Center. The Resident will receive a copy of the policy when the training program begins and whenever the policy is amended. The Evaluation Policy for Residents and Fellows and the Corrective Action and Disciplinary Policy for House Staff are available on the Web: http://gme.med.nyu.edu/policies-procedures/policies.

NYU is committed to providing an educational environment in which the Resident may raise and resolve issues without fear of intimidation or retaliation. This includes the establishment and implementation of fair institutional policies and procedures for the adjudication of resident complaints and grievances related to actions which could result in dismissal, non-renewal of this contract, or other actions that could significantly threaten the Resident’s intended career development.

18. Termination and Non-Renewal of Contract.

a. Termination. The Resident agrees that his/her continued employment is conditioned upon satisfactory performance of assigned duties and academic progress as determined by supervising faculty, in accordance with Section 7, Reappointment, Promotion, or Completion, of this document. Failure to demonstrate satisfactory performance and progress in medical
knowledge and skills may result in the termination of the Resident’s appointment and this contract, subject to the appeal mechanism provided in Section 17, Due Process, herein. In addition, any misrepresentation by act or by omission in the Resident’s application for appointment to the training program, in any documents in support thereof, or in any application for appointment to an Affiliated Hospital will be considered adequate basis for termination of such appointment and this contract. The Resident also may unilaterally terminate his/her appointment upon at least 60 days written notice to the Director.

19. **Discontinuation of Stipend and Benefits.** Upon termination of the Resident's appointment and contract under this Section 18, the Resident’s stipend will be discontinued and the only obligation of NYU to the Resident will be to pay the Resident any salary that may be due, on a prorated annual basis, up to the date of such termination.

20. **Residency/Fellowship Program Closure/Reduction.** The Director will inform the Resident of any adverse accreditation actions taken by the ACGME against the Resident’s training program or of any decisions by NYU to reduce the size of or to close the training program within a reasonable period after such action is taken. In the event of a training program reduction or closure, NYU either will allow the Resident to complete his/her training at NYU or will assist the Resident in enrolling in an ACGME accredited program that will allow the Resident to continue his/her training.

21. **State of New York.** This contract shall be deemed to have been made in the State of New York and shall be governed and interpreted in all respects under the laws of the State of New York. Any dispute arising under this contract shall be resolved in an action in the courts of New York State or the federal courts located within New York State, and the parties hereby consent to personal jurisdiction of such courts in any such action.

22. **Entire Understanding.** This contract contains the entire understanding between the parties with respect to the subject matter herein, and no alteration or modification hereof shall be effective, except in a subsequent written instrument executed by both parties.

__________________________________________
Resident/Fellow

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Training Program Director

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Michael Ambrosino, M.D.
Associate Dean for Graduate Medical Education

Updated 03-30-11