NEW YORK UNIVERSITY SCHOOL OF MEDICINE

HOUSE STAFF CONTRACT

Academic Year «academic_year»,

This annual contract, made «contract_date», 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 «First_Name» «Middle_Name» «Last_Name» «Medical_Degree» ("the Resident"), is entered into for one year beginning «contract_start_date» and ending «contract_end_date». This contract serves as a single statement of understanding between the Resident and NYU.

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

1. Residency Training Program:
2. Department:
3. Training Level in Residency Program (clinical year) «program_year»
4. Residency Training Program Length: «program_length_years»
5. Training and Employment Status: «part-time/full time»
6. Compensation. During the course of the contract year, the Resident may be required to switch among the payrolls of the Affiliated Hospitals. (See Section 8, Affiliated Hospitals.)
   a. NYU Hospitals Center. While on the payroll of NYU Hospitals Center, compensation will be calculated on the basis of:
      Stipend Level: «PGY_pay_year»
      Stipend Amount (including $2,900 meal stipend): «NYU_Salary» per annum
   b. Bellevue Hospital Center. While on the payroll of Bellevue Hospital Center, compensation will be calculated on the basis of:
      Stipend Level: «PGY_pay_year»
      Stipend Amount (including $2,900 meal stipend will be provided): «Bellevue_Salary» per annum
   c. Other Affiliated Hospitals. While on the payroll of the other Affiliated Hospitals, compensation will be calculated on the basis of:
      Stipend Level: «PGY_pay_year»
      Stipend Amount (including $2,900 meal stipend will be provided): «______» per annum

The Resident 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 last day of work.

_____ Resident's Initials
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, NYU Hospital for Joint Diseases, Veterans Administration Hospital, Lenox Hill Hospital, 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 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 legal defense and protection against claims reported or filed after the completion of the training program, provided the Resident's acts or omissions occurred within the scope of the training program. This Resident's liability insurance coverage will not extend to medical services rendered outside of the institution's scheduled assignments, duties, or rotations.

   b. **Benefits.** NYU will assure that the following benefits are provided to the Resident:

      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 the Resident is employed at a given time. Coverage is not covered under the Resident's medical plan, if any, are the responsibility of the Resident.

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

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

      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.

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1 Offered by Bellevue Hospital Center only.

**Resident's Initials**
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://www.med.nyu.edu/housestaff/PDguide/public/TimeOff/leave.htm.

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.** NYU will assure that adequate meal service is available to the Resident at each Affiliated Hospital. Meal stipends are included in the base salary.

f. **Uniforms & Laundry.** NYU will assure that uniforms and laundry service are provided to the Resident at each Affiliated Hospital to which the Resident is assigned.

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 will be permitted to begin a training program if the Resident must submit all the requested information to the relevant Affiliated Hospitals prior to the Resident’s date of hire;

- Completion of applications for house staff appointments. The Resident must submit all the requested information to the relevant Affiliated Hospitals prior to the Resident’s date of hire;

- Proof of graduation from medical school;

- ECFMG Certification and Visa if Resident is an International Medical School Graduate;

- For all trainees PGY 4 and above and those training in a non-accredited program, a New York State Medical License Certificate (if eligible for licensure) is required;

- Documentation of identity and with background check, including fingerprinting and background checks as required by any of the Affiliated Hospitals;

- Proof of compliance with the New York State Utilization policy, which is described in the Road to Residency and Fellowship book.

b. **Licensure.** The NYU School of Medicine Licensure policy can be found at: http://www.med.nyu.edu/housestaff/GME/pdfs/LicensureRequirements.pdf. The New York State licensure requirements and applications for physicians in training can be found at: http://www.op.nysed.gov.

c. **Supervision.** With respect to participation in direct patient-care activities, overall professional training, and academic matters, the Resident agrees to be responsible to the medical staff and to the Chief Resident and the Affiliated Hospitals under whose supervision the Resident may provide service; with all other respects, the Resident agrees to be responsible to the Director of the Program and the Dean.

d. **Training for Competence.** The Resident agrees to: demonstrate appropriate levels of knowledge and competence as established by the training program’s standards of performance (including keeping logs, records, and reports signed and up to date); participate in the educational activities of the training program; assume responsibility for teaching and supervising 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.

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, its programs

2 Bellevue Hospital Center will charge the Resident $94.25 for mandatory fingerprinting at that institution.
Resident Contract
«academic_year»,

and clinical departments, and the Affiliated Hospitals to which the Resident may rotate as part of the training program. http://www.med.nyu.edu/housestaff/GME_Policies/index.html

g. **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 coverall gowns provided by the Affiliated Hospital to which the Resident is assigned.

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

i. **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 is included in the House Staff Manual and can be found at: http://www.med.nyu.edu/housestaff/PDguide/public/Moonlighting.htm

j. **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 the Residency's e-mail regularly.

11. **Duty Hours.** Duty-hour and on-call schedules will be considered in 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 Working Environment," and applicable laws and regulations under the New York State 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 if sufficiently fatigued. The Director or his/her designee will schedule night duty on a rotational basis, whenever he/she 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 all house staff limitations and must report any infractions of duty hour requirements on written form in accordance with Section 16, Due Process, of this document. The Duty Hours Policy is included in the House Staff Manual and is available on the Web: http://www.med.nyu.edu/housestaff/PDguide/public/DutyHours.htm.

12. **Discrimination & Harassment.** NYU prohibits any form of harassment or exploitation. NYU’s policy on sexual and other forms of harassment is included in the Human Resources Policies website: http://www.nyu.edu/hr/policies/content.jsp?url=content/hr%20personnel/index.html of NYU Hospitals Center. The Resident reports complaints of harassment and/or exploitation directly to the NYU Director of Human Resources and all appropriate Affiliated Hospital Human Resources departments.

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 or 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 is suffering an impairment, the policy and procedures described in the NYU Evaluation, Corrective Actions, and Disciplinary Policy for Residents will be applicable, in accordance with Section 16, Due Process, of this document. The policy is available on the Web: http://www.med.nyu.edu/housestaff/PDguide/public/correctiveActionsPolicy.pdf.

14. **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.

_________ Resident's Initials
15. **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://www.nyu.edu/academic.appointments/policies.html#patents.

16. **Due Process.** NYU will apply the policy and procedures described in the NYU *Evaluation, Corrective Action, and Disciplinary Policy for Residents* whenever any accused disciplinary action involves the Resident and/or whenever the Resident exercises his/her right to appeal any adverse action taken by NYU. The Resident will receive a copy of the policy when the training program begins and whenever the policy is amended. The *Evaluation, Corrective Action, and Disciplinary Policy for Residents* is available on the Web:


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.

17. **Termination and Non-Renewal of Contract.**

a. **Termination.** The Resident agrees that his/her continued employment is conditioned upon satisfactory performance of assigned duties, academic progress as determined by supervising faculty, in accordance with Sections on Appointment, 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 appeals mechanism provided in Section 16, Due Process, herein. In addition, any misrepresentation by, or 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 Affiliate, or in any other information 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.

b. **Non-Renewal.**

1) **Bellevue Hospital Center.** The Resident, during his/her employment at Bellevue Hospital Center, is subject to the terms of the CIR Contract. Except in cases of termination, as described above, in the event that the Resident’s appointment is not renewed, the Director will provide the resident who has a July 1 appointment date and is a PGY 2 or higher with a written notice of intent not to renew no later than November 15. The Director will provide the PGY-1 level Resident who has a July 1 appointment date with a written notice of intent not to renew no later than December 15. If the Resident has an appointment date other than July 1, the Director must provide the Resident with a written notice of intent not to renew no later than four-and-one-half (4-1/2) months following the date of appointment for the Resident who is a PGY 2 or higher and five-and-one-half (5-1/2) months following the date of appointment for the Resident who is a PGY 1.

2) **All Other Affiliated Hospitals.** Except in cases of termination, as described above, in the event that the Resident's appointment is not renewed, the Director will provide the Resident with a written notice of intent not to renew no later than four (4) months prior to the end of the Resident's current contract. However, if the primary reason(s) for the non-renewal occur(s) within the four (4) months prior to the end of the contract, the Director will provide the Resident with as much written notice of the intent not to renew, as circumstances reasonably allow, prior to the end of the contract.

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*Resident’s Initials*
3) Appeal. The Resident may appeal a decision of non-renewal in accordance with Section 16, Due Process, herein.

c. Discontinuation of Stipend and Benefits. Upon termination or non-renewal of the Resident's appointment and contract under this Section 17, 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 or non-renewal. Applicable Affiliated Hospital personnel policies will determine the termination of health insurance and other benefits.

18. Residency 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 for any reason. A period after such action is taken. In the event of a training program reduction or closure, NYU neither 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.

19. 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.

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

Resident

Date

Residency Training Program Director

Date

Carol Bernstein, M.D.
Associate Dean for Graduate Medical Education

Date

HSS 06-24-04

_____ Resident's Initials

Page 6 of 6