

GRADUATE MEDICAL EDUCATION LETTER of AGREEMENT for Appointment
Between
NASSAU UNIVERSITY MEDICAL CENTER & RESIDENT* PHYSICIAN or DENTIST

NAME _____
Last First MI Degree

The Nassau Health Care Corporation (NHCC), on behalf of the Nassau University Medical Center (NUMC), is committed to offering Graduate Medical Education (GME) training programs that meet the institutional and special requirements of the Essentials of Accredited Residencies adopted by the Accreditation Council for Graduate Medical Education (ACGME), the American Dental Association (ADA) and the American Osteopathic Association (AOA).

NUMC offers an appointment (as delineated below) as a postgraduate trainee and the Resident accepts such an appointment as follows:

1. Appointment:

Your appointment is subject to and contingent upon:

- Graduation from a school offering programs accredited by the Liaison Committee on Medical Education, American Osteopathic Association or American Dental Association, or a program registered with the NYS Education Department or accredited by an organization acceptable to the State Education Department;
- Graduates of foreign medical schools must have had at least four (4) credit years at a medical school listed in the World Directory of Medical Schools at the time of graduation and must have received a valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG);
- Providing NHCC with all credentialing information, including, but not limited to, your medical diploma and any documents required by the Office of Academic Affairs for processing;
- Successful completion of the Civil Service approval process;
- Successful completion of NHCC's pre-employment screening procedures, including, but not limited to, substance abuse screening, physical agility, psychological testing and background checks; and
- If you are not a citizen of the United States, upon having a visa with authorization to train in the United States during the term of your appointment. Failure to obtain or maintain the necessary licenses and permits and maintain eligibility to work in the United States will result in automatic suspension and may result in dismissal.
- At the start of the appointment, residents and fellows must be eligible and available to start their program. They cannot have an appointment in another program which is in conflict with the NUMC program they are accepting. They must adhere to the policies of the ACGME and NRMP or specialty matches as pertains to their selection and appointment. Upon acceptance of this appointment, the Resident represents that he/she has not accepted appointment as a resident at any other health care institution.

2. Term:

The duration of your temporary appointment is expected to be one year as follows:

Department: _____ **Training Program:** _____

Starting Date: _____ **Expiration Date:** _____

Resident Status*: GY _____ RY _____ GME _____

3. Reappointment:

- Reappointment and/or promotion to the next level, is contingent upon maintenance of academic good standing and satisfactory demonstration of progressive advancement in

scholarship and continued professional growth during assigned rotations and duties as determined by evaluations, at the sole discretion, of the Program Director and/or Departmental Chairperson. Unsatisfactory resident evaluation can result in required remedial activities, temporary suspension from duties, or termination of appointment and residency education. These actions and any periods of absence may result in the extension of the training program.

- Advancement (reappointment) is from year to year, depending upon satisfactory completion of the previous year.

4. **Compensation:** \$_____ per year, payable in equal biweekly installments in accordance with the NHCC's regular payroll practices and appropriate withholding deductions.

5. **Resident Responsibilities:**

You are responsible for the following:

- **Policies and Procedures.** You will be subject to the policies and procedures of NHCC, the Department of Academic Affairs, and the Bylaws, Rules and Regulations of the Medical Staff of NHCC. This includes, but is not limited to:
 - Performing clinical, scholarly, educational and committee activities satisfactorily as determined by the Program Director and/or Departmental Chairperson;
 - Completion of initial physical examination and further periodic examinations and supplementary tests (including necessary immunizations) as are indicated in the opinion of NUMC medical staff to determine whether the individual is physically, mentally and emotionally able to perform his/her assigned duties with or without accommodation;
 - Maintenance of current certification in cardiopulmonary resuscitation and, if required, advanced cardiac life support; and
 - The full cooperation with the residency training program and NHCC/NUMC in fully and accurately completing all documentation required by the ACGME, AOA, ADA, NUMC, the Department and/or the training program.
- **Professional Licensure.** You will meet all applicable requirements for medical/dental licensure in New York State as defined by the State Education Department and will obtain the appropriate credentials as soon as you meet the standards of eligibility during the term of this Agreement. You further agree to take the USMLE Part 3 examination by the completion of your PGY-1 year.
- **Professional Conduct.** You will abide by the (i) Code of Ethics set forth in the New York Public Officers Law Section 74; and (ii) any other code of ethics adopted by NHCC; and (iii) NHCC's Code of Conduct and Corporate Compliance Program; and (iv) discharge your duties and responsibilities in accordance with professional medical standards and ethical principles, including identifying in yourself and others physician impairment from fatigue, drugs, depression, or other causes, and seek help for themselves or others so identified. The Resident is subject to mandatory reporting requirements for professional misconduct as set forth in the New York State (i) Education Laws (Articles 131 and 131-A, Sections 6530-6532) and Commissioner's Regulations (Parts 59 and 60) and (ii) Public Health Laws (Article 2, Title 2-A, Sections 230 and 230-a).
- **Fulfillment of Terms of Employment.** Temporary appointments to a residency program are reviewed on a yearly basis. You agree to remain employed for the full period of appointment unless suspended or terminated pursuant to due process procedures delineated below.
- **Rotations to other services and other affiliates.** The residency rotation for the period of this Agreement will be in accordance with the applicable residency review committee (RRC) of ACGME and the AOA/ADA with regard to standards, policies, and procedures. You agree that when rotating to another service or affiliate institution, to be responsible to the service/affiliate to which you are assigned.
- **Assignments.** You will accept all assignments of duty and meet all academic responsibilities required by the Program Director and/or Chief of Service or their designees and shall perform

your duties in a professional and satisfactory manner. This includes participating in the care as appropriate to your level of training and abilities under the supervision and direction of the attending physicians. You will participate in the evaluation of the Training program and its faculty using the mechanisms provided by your training program in a timely manner.

- **Core Curriculum.** You agree to attend all graduate medical education committee 'required' seminars as part of your educational program developing competencies in your profession.
- **Medical Record Completion.** You agree to complete the medical record of each of your patients for whom you have medical responsibilities within three (3) days of the discharge or death of the patient. All notes and orders should be appropriately authenticated (printed name and pager number). It is further understood that you have the responsibility to complete any other required medical record(s) in a timely fashion as required in the Medical Staff Bylaws, Rules and Regulations. You are aware that failure to comply with this provision may be cause for fines and/or disciplinary action.
- **Moonlighting or any other professional activities outside the Program.** Postgraduate trainees are prohibited from moonlighting unless expressly agreed to, in writing, by GMEC. Any secondary employment or professional activities, including volunteering, outside the Program may not exceed duty hours prescribed in 10 NYCRR Section 405.4. (See *Department of Academic Affairs Policy "Dual Employment."*)
- **Clearance Procedure.** You agree to return all NHCC/NUMC property, including ID badges and keys, and complete all medical records before the last day of employment.

6. **NHCC will provide or monitor as appropriate the following:**

- **Living Quarters.** Moderate cost on-campus housing is available on a limited basis, as described in the Resident Housing Policy. Not more than 50% of all residents can expect to obtain on-campus accommodations.
- **Uniforms & Laundering.** Provided free of charge. Ownership will remain with NHCC.
- **Communications.** Pagers will be supplied for the year of appointment. NHCC will provide email.
- **Counseling.** NUMC provides several levels of counseling, professional development, and other support services to residents. These services come in a variety of forms, including periodic departmental or Academic Affairs reviews, group workshops in professional development, access to professional counselors and therapists, and the use of professionals supported by the health insurance plan. Individual counseling needs may be made known to the resident's program director or the Academic Affairs Department and these staff will provide guidance for accessing the appropriate service.
- **Accommodation for disabilities.** NHCC's policy on accommodation for disabilities is outlined in Graduate Medical Education Policy and Administrative Policy "Equal Employment Opportunity, Sexual Harassment and Anti-Discrimination", located in the Department of Academic Affairs Policy and Procedures manual.
- **Required immunizations**
- **Medical care through Employees Health Services.**

7. **Benefits/Leave:**

- **Sick & Personal Leave.** Sick and personal leave may be granted by the Chairperson when judged necessary by the Program Director in accordance with circumstance and educational policy and may be deducted from the training time required to satisfy the criterion for completion of the training program and/or for Board certification. Sick and personal leave is not accumulated and no cash payment is provided at severance.
- **Parental Leave.** Parental leave is granted at the discretion of the Department Chairperson in accordance with NHCC policies and procedures.
- **Vacation Leave.** The resident is entitled to three weeks vacation per year. Professional leave to attend educational meetings may be provided at the discretion of the Department Chairperson.

- **Parking.** NHCC provides limited parking access at no cost.
 - **Professional Liability.** Full indemnification provided by Nassau Health Care Corporation for malpractice claims arising from the performance of assigned duties within the scope of the training program. The Resident agrees to cooperate fully in any investigations, discovery and defense that arises, or have arisen, during the Resident's employment at NUMC and for any cases arising subsequently that involve the Resident with the understanding that failure to cooperate may result in personal liability. Any summons, complaint, subpoena, court papers or attorney letter relating to the Resident's activities received by the Resident shall be immediately provided by that Resident to the Program Director. The NHCC liability insurance or other indemnity does not cover a resident who participates in unapproved clinical activities outside of the NHCC training program (moonlighting).
 - **Insurance Benefits.** Medical, dental and optical plans provided in accordance with Section 37 of the *Civil Service Employees Association Acknowledgement*. Disability insurance is offered at low cost to residents.
 - **Retirement Benefits.** NUMC uses the New York State Retirement System. Residents are eligible, but not required, to join the retirement plan. A resident-funded three (3%) percent annual compensation contribution is required to join the retirement plan.
8. **Hours of Duty:** Program requirements relating to duty hours and on call schedules are based on educational rationale and patient care needs including continuity of care. Assigned duty hours will comply with ACGME and AOA, specific RRC, New York State and NUMC guidelines. (See *Department of Academic Affairs Policy "Resident Work Hours and Supervision"*). Each program establishes and publishes its on-call and duty hours based on educational goals and clinical responsibilities. Back up support will be provided when patients care responsibilities are especially difficult or prolonged, or if unexpected circumstances create resident fatigue sufficient to jeopardize patient care.
9. **OSHA and CDC Recommendations:** Compliance is required with the U.S. Occupational Safety and Health Administration (OSHA) and Centers for Disease Control and Prevention (CDC) recommendations which assume that every direct contact with a patient's blood and other body substances is infectious and requires the use of protective equipment to prevent parenteral, mucous, membrane and non-intact skin exposures to the health care provider. Protective equipment including gloves, masks, face shields and cover gowns are provided by NUMC. Prior to the beginning of training all residents must have received the Hepatitis B vaccination series or sign an OSHA approved declination form. Annual Tb skin tests, MMR and varicela vaccines (unless have adequate titers) are required.
10. **Good faith agreement:** The parties have entered into this Agreement in good faith and acknowledge their respective ethical and legal obligations to fulfill this Agreement until its expiration date. The parties further agree that neither will terminate this Agreement before its expiration date, with the exception that NUMC shall have the right to terminate this Agreement in whole or part, (a) if the terms, covenants or conditions of this Agreement are in any manner violated; (b) if the training program is no longer accredited, or (c) if resident reduction is necessary. Information concerning the Resident's training, including any breach of this Agreement, will be provided to requesting parties as applicable.
11. **Meaning of diploma:** The Resident understands that the diploma issued for completion of an American Board of Medical Specialties, ADA or American Osteopathic Association accredited program, or a certificate for any portion of such program, attests only to satisfactory performance of that completed portion of the program as a requirement toward board certification.
12. **Nondiscrimination:** NHCC does not discriminate on the basis of race, color, national origin, religion, sex physical or mental disability, medical condition, ancestry, marital status, age, sexual orientation, citizenship or status as a covered veteran. This policy applies to all

employment practices, including recruitment, selection, promotion, transfer, salary, training and development, demotion, and separation. This policy is intended to be consistent with the provisions of applicable State and Federal laws and NHCC policies.

13. Harassment and impairment: NHCC is committed to creating and maintaining a community in which students, faculty and administrative and academic staff can work together in an atmosphere free of all forms of harassment, exploitation or intimidation, on any basis prohibited by law including harassment based on sex. NHCC is strongly opposed to sexual harassment and other unlawful harassment, and such behavior is prohibited both by law the NHCC policy. (See Policies #HR-010 and #HR-400, respectively).

14. Grievance and Due Process: The Resident is provided a grievance mechanism and due process in accordance with the *Department of Academic Affairs Policy & Procedure "Disciplinary Action and Due Process."* The Resident is not entitled to the due process provided in the NUMC Medical Staff Bylaws, Rules and Regulations. Residents' personnel files will be maintained consistent with applicable federal and state law. Residents may review their composite evaluations and other administrative materials upon request and in accordance with applicable NHCC and federal policies. Evaluations of individual performance are part of the training evaluation and per NUMC policy, are maintained as confidential.

Glossary:

Resident = Any individual enrolled in an ACGME, ADA or AOA specialty or subspecialty program.

GY = Post Graduate Year. Number of years enrolled in any US accredited GME program following graduation from professional school.

RY = Resident Year. Year of GME in specialty training in program named in 1., Page 1.

GME = Graduate Medical Education stipend level.

I HAVE READ AND AGREE TO THE ABOVE AND HAVE RECEIVED A COPY AND GIVE PERMISSION FOR NUMC TO VERIFY QUALIFICATIONS/CREDENTIALS SUBMITTED AS A PART OF MY APPLICATION FOR THIS POSITION

Signature _____ Name (typed) _____

Please check one: [] Intern [] Resident Physician [] Dentist

Address _____ Date _____
Month/Day/Year

NOTARY – ONLY FOR NEW RESIDENT

On this _____ day of _____, 200__, before me personally came _____ to me known and known to me to be the person described in and who executed the same.

_____ (Seal)

FOR NASSAU UNIVERSITY MEDICAL CENTER

Signature _____ Name: _____ Date _____
Department Chair Print Month/Day/Year

Signature _____ Name: _____ Date _____
Training Program Director Print Month/Day/Year

Signature _____ Name: _____ Date _____
Dean of Academic Affairs Print Month/Day/Year

Appendix

Resident Compensation Rates 2009-2010 Academic Year

Residents with Immediate Health Benefits

<u>Level</u>	<u>Salary</u>	<u>Living-out Allowance</u>
PGY1	\$48,226	\$3,997
PGY2	\$51,177	\$3,997
PGY3	\$53,917	\$3,997
PGY4	\$56,392	\$3,997
PGY5	\$58,806	\$3,997
PGY6	\$60,803	\$3,997
PGY7	\$64,696	\$3,997

Residents with 6-month Wait Time for Health Benefits

<u>Level</u>	<u>Salary</u>	<u>Living-out Allowance</u>
PGY1	\$50,469	\$3,997
PGY2	\$53,557	\$3,997
PGY3	\$56,421	\$3,997
PGY4	\$59,011	\$3,997
PGY5	\$61,329	\$3,997
PGY6	\$63,631	\$3,997
PGY7	\$67,702	\$3,997

Effective Date: July 1, 2009