

**RESIDENT AGREEMENT
MOUNT SINAI BETH ISRAEL**

Resident (House Officer) Agreement, dated as of _____ between Mount Sinai Beth Israel, a not-for-profit corporation organized under the laws of the State of New York (the "Medical Center") and _____ (the "Resident").

A. Term of Appointment

In consideration of the mutual promises set forth in this agreement, the Medical Center hereby offers and the Resident hereby accepts a term of appointment of **12** months beginning on _____ and ending on _____ unless earlier terminated as set forth herein. Leave from the residency program beyond that permitted by individual Boards may result in extension of training.

The Medical Center agrees, and the Resident accepts, appointment under the following terms and conditions:

1. **Training Program:** _____
2. **Stipend Level:** _____
3. **Training Level in Program:** _____
4. **Stipend Amount:** _____

B. Stipend; Benefits

1. The Resident shall receive a stipend at the annual rate of _____ payable in arrears in biweekly installments by check.
2. The Resident shall be entitled to receive fringe benefits of the types and in the amounts specified by Medical Center policy. The Medical Center has the authority and reserves the right in its sole and absolute discretion to add, modify, delete, or substitute benefits from time to time during the course of this Agreement, as it may see fit. Further information about the benefits currently available to Residents is set forth in the House Staff Manual. The House Staff Manual contains the hospital policies on: Leave of Absence (covering personal/medical, family/medical and child care leave and effect of leave on satisfactory completion of program), Vacation, Sick Leave Benefits, Professional Liability Insurance (including Tail Coverage), Disability and Health Insurance, Counseling, Medical and Psychological Support Service, Other Professional Activities Outside the Program and Conditions for Living Quarters, Meals and Laundry. All such policies are subject to change at the discretion of the Medical Center.

C. Requirements for Appointment; Resident Representations

1. As a condition precedent to appointment, the Resident must meet all of the following requirements prior to the commencement of the term of appointment, or this Agreement shall be null and void:
 - a. They shall graduate from a medical school offering a medical program accredited by the Liaison Committee on Medical Education or the American Osteopathic Association or registered with or accredited by an accrediting organization acceptable to the New York State Education Department; or from a foreign medical school ("FMS"), and shall have been certified as having successfully satisfied the examination requirements of the Educational Commission for Foreign Medical Graduates ("ECFMG") or the United States Medical Licensing Examination ("USMLE") or any predecessor or successor examination, and, with the exception of individuals eligible for licensure under N.Y. Education Law 6528, have completed the clinical component of a program of medical education which (1) included no more than twelve weeks of clinical clerkships in a country other than the country in which the medical school is located, or (2) included clinical clerkships of greater than twelve weeks in a country other than the

country in which the medical school is located if the clinical clerkships were offered by a medical school approved by the New York State Education Department for the purposes of clinical clerkships;

- b. They shall provide the Medical Center with all credentialing information which the Medical Center shall require them to provide, including but not limited to originals or certified copy of medical school diploma or transcript, current curriculum vitae, Dean's Letter and, where applicable, currently valid New York State or other licenses or permits to practice medicine, ECFMG Certificate or Fifth Pathway Certificate;
 - c. If they are not a citizen of the United States, they shall obtain a valid visa or other appropriate authorization to work in the United States during the terms of this Agreement, which authorization shall be acceptable to the governmental agencies having jurisdiction thereover;
 - d. They shall have satisfactorily completed the requirements of any training program in which they are enrolled, for the preceding academic year and provide documentation thereof; and
 - e. They shall successfully complete all pre-appointment requirements, including, **for new employees:** taking and passing, with a negative result, a urine toxicology screen for illicit drugs and drugs of abuse; confirmation from a background investigation report of the accuracy and completeness of the information on their application and associated forms; pre-appointment medical examination; reference checks; and verification of academic credentials; and,
2. The Resident represents that no disciplinary action, investigation, or misconduct proceeding or any other proceeding has been taken against them by any medical training program, hospital, health care institution or medical licensure or disciplinary agency, and that they have never been convicted of or entered a plea of guilty or *nolo contendere* to any crime, nor has any malpractice action commenced against them, except as they have previously disclosed in writing to the Medical Center; acknowledges that this Resident Agreement is expressly conditioned upon the truth and accuracy of the foregoing representations; and agrees promptly to disclose any such actions, investigations, proceedings, convictions or pleas to the Medical Center on an ongoing basis.

D. Resident Responsibilities

The Resident agrees to fulfill the following obligations and responsibilities:

1. To follow all administrative policies, procedures, rules and regulations of the Medical Center as the same may hereafter be modified and/or amended, as determined by the Medical Center's administration, Medical Board and/or Board of Trustees;
2. To perform the duties and obligations of a house officer to the best of their ability, provide clinical services commensurate with their level of advancement and responsibilities, provide safe, effective and compassionate care, carry out assigned patient care and other responsibilities and do everything possible to protect and promote the health and safety of patients at the Medical Center;
3. To comply with the instructions and directions of the administration of the Medical Center, the Chair and Program Director of the Department, the members of the Attending Staff of the Medical Center under whose supervision the Resident may be from time to time, and more senior members of the Department;
4. Not to bill Medical Center patients nor accept payments or gratuities from Medical Center patients for the rendering of professional services;

5. To adhere to their delineation of privileges and any other guidelines or restrictions imposed on the professional activities of post-graduate medical trainees at the Medical Center, and to endeavor at all times to perform only those specific treatments and procedures that they have been authorized in writing by the Department Chair to perform;
6. To obey and adhere to all applicable state, federal and local laws, as well as the standards of applicable regulatory, licensing and accreditation bodies, including the Joint Commission for the Accreditation of Healthcare Organization (“JCAHO”) and the Accreditation Council for Graduate Medical Education (“ACGME”);
7. To participate fully in the educational and scholarly activities of the Department’s graduate medical education Resident training program (hereinafter referred to as the “Program”) and satisfactorily fulfill the educational requirements of the Program;
8. To adhere to the Departmental program’s policies and procedures and to maintain cooperative relationships with other house officers, members of the Attending Staff and Medical Center employees, and to avoid disruptive behavior, which could potentially have an adverse impact on patient care;
9. To cooperate fully with all Medical Center and Departmental surveys, reviews, peer review and quality improvement activities and to provide all information requested;
10. To strictly abide by the ethics of their profession, and avoid acts and omissions constituting professional misconduct under state licensing laws and regulations;
11. To maintain the confidentiality of patient clinical information and comply with HIPAA regulations;
12. To complete all required patient care records in a thorough, professional, accurate and timely fashion, and to complete such other documentation as may be required by the Medical Center, Department, or other agency;
13. To comply with Duty Hour regulations and assist other Residents and training programs to maintain compliance, and
14. To comply with all health requirements and standards for hospital employees imposed by New York State and local law and regulations and by the Medical Center, including submission to a post-offer pre-appointment physical examination and submission of evidence of required immunizations.

E. Medical Center Responsibilities

The Medical Center agrees to fulfill the following obligations and responsibilities:

1. To provide a suitable environment for the medical educational experience;
2. To maintain an Office of Graduate Medical Education which will monitor compliance with ACGME standards and other applicable accrediting bodies; and
3. To provide a stipend and benefits as set forth in this Agreement.

F. Terms and Conditions of Appointment

The Resident agrees to the following terms and conditions of appointment:

1. The Administration and/or the Chair of the Department shall have the right, at any time and without advance notice, in their sole discretion, to change the Resident's assignment without liability of any kind, provided the transfer complies with the essentials of an Approved Internship/Residency Training Program of the appropriate specialty board; and
2. The hours of duty and direction of the Resident's assignments shall be determined by the Chair of the Department or their designee in accordance with ACGME, New York State and local law and regulations on the working hours of graduate medical trainees.

G. Professional Activities Outside of Program

The Resident shall not engage in any appointment outside the Medical Center, paid or unpaid, except upon prior written approval from the Program Director, Department Chair or President of the Medical Center. All outside appointment will be subject to terms, conditions and restrictions set forth in such written approval. Notwithstanding receipt of prior written approval, the Resident warrants that they will under no circumstances engage in any outside appointment if, by so doing, they will thereby (i) violate the restrictions imposed by New York State Law on the working hours of post-graduate medical trainees, or (ii) render themselves ineligible to work their scheduled hours at the Medical Center. Any Resident permitted to engage in outside appointment shall report to the Program Director, Department Chair or President of the Medical Center, in writing and as required, the total of all hours worked outside the Medical Center.

H. Physician Impairment and Substance Abuse Policy

The Resident shall abide by the Policy on Physician Impairment and Substance Abuse, a copy of which is set forth in the House Staff Manual.

I. Termination

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. Neither party shall terminate this Agreement prior to its expiration date except for cause. "Cause" for the Medical Center to terminate this Agreement shall include, but not be limited to, a breach of any provision of this Agreement by the Resident.

J. Grievances: Gender/Sexual Harassment

1. Any House Officer who has received notice of dismissal, non-renewal of a contract, suspension or non-promotion, shall be resolved in accordance with the Grievance Procedure for House Staff set forth in the House Staff Manual. The Resident acknowledges that this policy is their sole and exclusive remedy and that they are not entitled to the due process procedures set forth in the Medical Staff By-Laws.
2. Complaints of gender or sexual harassment shall be resolved in accordance with the Policy Statement on Sexual Harassment set forth in the House Staff Manual.

K. Reappointment

1. The duration of this Agreement is for the term set forth in Section A above. Reappointment shall be in the sole discretion of the Chair of the Department and is contingent upon several factors, including but not limited to: full compliance with the terms of this Agreement, satisfactory completion of all training components, satisfactory performance evaluations, the availability of a position, no closure or reduction in the size of the Program and furtherance of the Medical Center's objectives.

2. When non-reappointment is caused by program closure or reduction, it shall be final and not subject to the Grievance Procedure for House Staff. When non-reappointment is for "cause" pursuant to Section I. of this Agreement, it shall be subject to the Grievance Procedure for House Staff.
3. Written notice of intent not to renew a contract or promote shall be in accordance with the House Staff Termination and Reappointment Policy set forth in the House Staff Manual.

L. Program Closure or Reduction

The Medical Center shall inform Residents of a projected closure or reduction in the size of the Program or Institution as soon as practicable after the decision to close or reduce the size of the Program is made and shall afford any Residents who are displaced by such closure or reduction reasonable assistance in identifying a program in which they can continue their education.

M. Board Certification

The Board certification process is determined by the applicable Board of the house officer's discipline. They should consult the applicable Board for the process and standards of certification.

This Agreement contains the whole understanding of the parties and supersedes all prior oral or written representations. It may be modified only by a written agreement signed by both parties. This Agreement shall be governed in all respects by the laws of the State of New York without giving effect to conflicts of law.

Resident

I. Michael Leitman, M.D., F.A.C.S.
Dean for Graduate Medical Education
Icahn School of Medicine at Mount Sinai
Mount Sinai Health System