



September 14, 2023

Dear **XXXXXXXX, M.D.**,

Please see below for your Maimonides Employee ID number. This number should be used on all Human Resources forms, and for your FOJP training. It is called your Maimonides "LIFE NUMBER".

LIFE NUMBER: XXXXX

Thank you,

Jennifer Hughes
Maimonides Medical Center
Academic Affairs
P: 718-283-6879

RESIDENT AGREEMENT
Maimonides Medical Center
Academic Year 2024-2025

AGREEMENT dated **March 20, 2024** by and between Maimonides Medical Center (the "Medical Center"), and **XXXXX M.D.** (the "Resident") sets forth the terms and conditions of the Resident's appointment by the Medical Center at **PGY 1** and **PL 1** assigned to the Department of **DEPARTMENT** (the "Department"). In consideration of the mutual promises herein contained and intending to be legally bound, the Medical Center and the Resident agree as follows:

1. Terms of Appointment

1.1 **Commencement Date.** Commencing **July 1, 2024** (the "Commencement Date") the Resident shall be appointed as a trainee at the **PGY 1** level in the Medical Center's graduate medical education resident training program in **DEPARTMENT** (the "Program") and shall have a program training level designation of **1**.

1.2 **Term.** This Agreement shall be effective for a maximum period of twelve (12) months, expiring on **June 30, 2025**. Although the parties anticipate that the Resident's appointment pursuant to this Agreement will continue for the full twelve (12) month term, this Agreement may be terminated by the Medical Center at any time for the grounds specified herein.

1.3 **Stipend.** The Resident shall receive a stipend of **\$xx,xxx** per annum, payable bi-monthly. Except as may be otherwise set forth in this Agreement, the stipend shall be the Resident's sole source of compensation and the Resident shall not accept from any other source a fee of any kind for services to patients.

1.4 **Conditions Precedent.** As a condition precedent to appointment, the Resident shall, no later than four (4) weeks prior to the Commencement Date, furnish the Medical Center with the documentation described in subparagraph (a) and if applicable, (b). The Medical Center may declare this Agreement null and void and not effective if the Resident fails to provide the Medical Center with any of the credentialing documentation required for certification of eligibility by the date herein before described or if Resident fails to successfully complete physical examination or background check as detailed in subparagraphs (c) and (d). The Medical Center may, at its discretion, waive the requirement of producing any of the documents listed below prior to appointment.

(a) Required Documentation:

1.4.1 A completed residency application;

1.4.2 A completed and signed Housestaff Datasheet;

1.4.3 An original or certified copy of the medical, dental or osteopathic school diploma; or a non-certified copy, if the Medical Center has received ECFMG certification or if the final school transcript states degree conferral;

1.4.4 An official, final medical, dental, or osteopathic school transcript;

1.4.5 A Dean's letter from the medical, dental or osteopathic school from which the Resident graduated;

1.4.6 Two (2) letters of recommendation from the Resident's medical, dental or osteopathic school, or from other institutions at which the resident participated in a medical school or residency rotation. These must be written in English or accompanied by certified translations;

1.4.7 Proof of legal employment status as required by the I-9 form (i.e., birth certificate, passport, naturalization papers, valid visa, etc.);

1.4.8 If the Resident is an international medical school graduate (IMG), an original, current and valid ECFMG Certificate;

1.4.9 Current curriculum vitae;

1.4.10 Social Security card; required at commencement, except those who do not currently have a card must present the card within two months from date of hire;

1.4.11 USMLE scores, if applicable;

(b) Such other and further information that the Medical Center may require in connection with the Resident's credentials. For example, if the Resident received prior training in any accredited residency or fellowship program, the Resident shall provide:

1.4.12 An original letter from the program director verifying the training, including the dates and capacity of such former training; and

1.4.13 A completed Verification of Procedures Performed Form furnished by the Director of the prior training program; and

1.4.14 For all resident transfers, a competency-based, summative evaluation from the prior program director; the Medical Center will provide a form if needed.

Any document not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator and by an affidavit of accuracy acceptable to the Medical Center.

(c) Proof of successful completion of a physical examination administered by Employee Health Services of the Medical Center or, if received by May 15th for July 1st appointment, by a private physician licensed in the United States (utilizing the Medical Center's format), including a drug test, and immunization in accordance with the Medical Center's policies and New York State law. Such evidence must demonstrate on the basis of overall health status assessment that it has been determined that the Resident is in sufficient physical and mental condition (as determined by a medical history, medical records and medical examination) to perform the essential functions of appointment with or without reasonable accommodations.

(d) Successful completion of the Medical Center's standard background checks applicable to all employees. The Medical Center may declare this Agreement null and void and not effective if the Resident does not clear the background checks.

Failure to comply with any of the provisions of this section "Terms of Appointment" shall constitute grounds for delaying or denying employment, or for enacting disciplinary action, including, suspending or terminating the Resident from the House Staff.

2. **Resident Responsibilities.** In providing services and in participating in the activities of the Program, the Resident agrees to do the following:

2.1 Obey and adhere to the compliance program, policies, practices, rules, bylaws and regulations (collectively, the "Policies") of the Medical Center, the Department and the Medical Staff, as well as the Policies of all facilities to which the Resident rotates.

2.2 Obey and adhere to all applicable state, federal and local laws, as well as the standards required to maintain accreditation by the JCAHO, ACGME, RRC, AOA, ADA, and any other relevant accrediting, certifying or licensing organization.

2.3 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director and/or as necessary for the completion of applicable graduation requirements, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students, and participate in assigned Medical Center and Medical Staff committee activities.

2.4 Fulfill the educational requirements of the Program.

2.5 Use best efforts to provide safe, effective and compassionate care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at the Medical Center and other facilities and rotation sites to which the Resident is assigned. Adhere to the Maimonides Medical Center Code of Mutual Respect.

2.6 Provide clinical services:

2.6.1 Commensurate with the Resident's level of advancement and responsibilities, under appropriate supervision and credentialing;

2.6.2 At sites specifically approved by the Program; and

2.6.3 Under circumstances and at locations covered by the Medical Center's professional liability insurance maintained for the Resident in accordance with Paragraph 5.2.

2.7 Acquire an understanding of ethical, socioeconomic and medical/legal issues that affect the practice of medicine and GME training.

2.8 Fully cooperate with the Program and the Medical Center in coordinating and completing RRC and ACGME accreditation submissions and activities, including legibly and timely completing patient medical/dental records, charts, reports, time cards, statistical operative and procedure logs, faculty and Program evaluations and/or other documentation required by the RRC, ACGME, AOA, ADA, the Medical Center, the Department and/or Program.

2.9 Apply cost-containment measures in providing patient care, consistent with the policies of the Medical Center, the Department and/or Program.

2.10 Subsequent to the Commencement Date, submit to periodic (post-appointment) health examinations and supplementary tests, including tests for drug and/or alcohol abuse, as are deemed necessary by the Medical Center to ensure that the Resident is physically, mentally and emotionally

capable of performing essential duties and/or are otherwise necessary to the operation of the Medical Center. Further, the Resident agrees to continue to meet the Medical Center's and New York State's standards for immunizations in the same manner as all Medical Center personnel. The results of all examinations shall be provided to the Medical Center's Employee Health Office and Academic Affairs. The same requirements concerning the Resident's health status that applied at the time of the Resident's initial appointment shall apply thereafter and shall constitute a continuing condition of this Agreement and the Resident's appointment to the House Staff unless the Medical Center changes the requirements subsequent to the Commencement Date.

2.11 Acquire and maintain life support certifications (BCLS, ACLS, and where applicable ATLS, PALS, and NRP) within the time frames established by Academic Affairs and the Department of Emergency Medicine.

2.12 Return, upon the expiration or termination of this Agreement, all Medical Center property, including, but not limited to, books, equipment, papers, beepers, identification badges, keys and uniforms; complete all necessary records, including the Resident Clearance Form; and settle all professional and financial obligations.

2.13 Cooperate fully with all Medical Center and Department surveys, reviews and quality assurance and credentialing activities.

2.14 Report immediately (a) to the Vice President of Legal Affairs any inquiry by any private or government attorney or investigator, and (b) to the Vice President for Public Affairs any press inquiry. The Resident agrees not to communicate with any inquiring attorney or investigators or any members of the press except to refer attorneys and investigators to the Vice President of Legal Affairs and press representatives to the Vice President for Public Affairs.

2.15 Cooperate fully with the Medical Center's administration and staff in connection with the evaluation of appropriate discharge and post-hospital care for patients.

2.16 Obey and adhere to all compliance programs instituted by the Medical Center.

2.17 Cooperate fully with the Medical Center's Sexual Harassment Policy as well as the Medical Center's Policy regarding other forms of harassment.

2.18 Comply with the Medical Center's dress code and present at all times a proper and professional appearance.

2.19 Permit the Medical Center to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body, and the Resident covenants not to sue either the Medical Center, its officers, trustees or other personnel for doing so. This covenant shall survive the termination or expiration of this Agreement.

2.20 Obtain, renew and update, as appropriate, all paperwork (e.g. immigration visas and authorizations to work) required for Resident to legally reside in the State of New York, and required for Resident's continued eligibility for legal employment as a Resident in the State of New York.

Failure to comply with any of the provisions of this Paragraph 2 governing "Resident Responsibilities" shall constitute grounds for disciplinary action, including, suspending or terminating the Resident from the House Staff.

3. **The Medical Center's Responsibilities.** The Medical Center agrees to do the following:

- 3.1 Provide a stipend. Provide benefits to the Resident as outlined in Paragraph 5 below.
- 3.2 Use its best efforts, within available resources, to provide an educational training program that meets the ACGME'S accreditation standards and standards of the AOA and ADA where applicable.
- 3.3 Use its best efforts, within available resources, to provide the Resident with adequate and appropriate support staff and facilities in accordance with federal, state, local and ACGME, AOA, and ADA requirements.
- 3.4 Furnish the Resident with information regarding the facilities, philosophies, rules, regulations and policies of the Medical Center and the Institutional and Program Requirements of the ACGME, RRC, AOA and ADA.
- 3.5 Provide the Resident with appropriate and adequate faculty and Medical Staff supervision for all educational and clinical activities.
- 3.6 Provide access via the intranet to information related to eligibility for specialty board examinations.
- 3.7 Maintain an environment conducive to the health and well-being of the Resident.
- 3.8 Provide access to food and sleeping quarters to Residents on duty in the Medical Center; patient and information support services; security; and laundry services for work-related clothing.
- 3.9 Evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Resident on a regular and periodic basis. The Program Director shall present to and discuss with the Resident a written summary of the evaluations at least once during each six-month period of training and/or more frequently if required by the applicable RRC.
- 3.10 Provide a fair and consistent method for review of the Resident's concerns and/or grievances, without fear of reprisal.
- 3.11 Not require residents to engage in "moonlighting".
- 3.12 Upon satisfactory completion of the Program and satisfaction of the Program's requirements and the Resident's responsibilities contained herein, furnish to the Resident a Certificate of Completion of the Program.
- 3.13 Provide, through the Program Director, verification of residency education for all residents, including those who leave the program prior to completion. For any resident who transfers out of the program, the Program Director will provide timely verification and a summative competency-based performance evaluation.

4. **Duty Hours**

- 4.1 The Resident shall perform his/her duties under this Agreement during such hours as the Program Director may direct. Duty hours, although subject to modification and variation depending upon the clinical area to which the Resident is assigned and/or exigent circumstances, shall be in accordance with state, federal and ACGME requirements. As per Hospital Policy (ACDM AFFAIRS 003

Resident and Fellow Clinical and Educational Hours in the Learning Environment (Resident Duty Hours)), Resident is responsible for accurate and up to date documentation of their work hours.

4.2 **Call Schedules.** The call schedules and schedule of assignments have been made available to and reviewed by the Resident. Changes to the schedules will be available in the Program Director's office.

4.3 If a scheduled duty assignment is inconsistent with this Agreement, the Resident shall notify the Program Director of the inconsistency. If the Program Director does not reconcile or cure the inconsistency, the Resident shall notify Academic Affairs, who shall take the necessary steps to reconcile or cure the inconsistency.

4.4 "Moonlighting" is expressly prohibited during the PGY-1 year and may be prohibited for holders of certain visas (those individuals should check with Academic Affairs). (See ACDM AFFAIRS 004, Professional Activities Outside of the Educational Program by Residents and Fellows (Moonlighting Policy) for further details.) Thereafter, the Resident may moonlight upon the following conditions:

4.4.1 Permission to moonlight is granted in writing by the Program Director and placed in the Resident's file and is consistent with GMEC guidelines;

4.4.2 The assignment does not impinge upon the Resident's performance or educational obligations;

4.4.3 The Resident is assigned to work less than the maximum number of hours permitted by New York State law and the Medical Center's Moonlighting Policy (ACDM AFFAIRS 004);

4.4.4 The Resident's professional "moonlighting" activities are covered by professional liability insurance, the terms of which are acceptable to the Medical Center; and

4.4.5 Resident is licensed for unsupervised medical practice under New York State law.

5. **Benefits.** The Medical Center currently provides Residents with various benefits, which are summarized in Attachment A, which is annexed hereto and incorporated herein by reference. Additional information is set forth in the Department of Human Resources Summary of Resident Benefits and in the CIR Voluntary Hospitals House Staff Benefits Plan. These benefits include the following:

5.1 **Vacation, Personal and Medical Leaves of Absence.** The Medical Center's policies regarding vacation (ACDM AFFAIRS 027), personal and medical leaves of absence (ACDM AFFAIRS 028) (including professional, parental and sick-leaves) for all Residents comply with applicable laws, including but not limited to the Family Medical Leave Act, and are set forth in the collective bargaining agreement between the Medical Center and the Committee of Interns and Residents ("CIR"), the Medical Center's Administrative Policy Manual, and the Summary of Resident Benefits.

5.1.1 **Leaves of Absence.** The Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program Requirements and/or for Board certification requirements. The amount of sick leave, leave of absence, or disability time that will necessitate prolonging the training time for the Resident shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board. The Program will provide residents with i) a written policy on how missed time on leave of absence could affect meeting criteria for completion of the residency program and ii)

information on how lost time could affect eligibility to sit for board certification exams.

5.2 **Professional Liability Insurance.** The Medical Center provides Residents with professional liability insurance coverage while the Resident is acting within the scope of assigned Program activities, consistent with the coverage provided to other medical/professional practitioners. The coverage is an occurrence-based policy: \$1,300,000 occurrence/\$7,000,000 aggregate with additional excess coverage. Further details of such coverage are available upon request. In connection with the professional liability coverage provided by the Hospital:

5.2.1 The hospital agrees that liability coverage will include legal defense and protection against awards from claims reported or filed after the completion of the program if the alleged acts or omissions of the residents are within the scope of the program.

5.2.2 The Resident agrees to cooperate fully in any investigations, discovery and defense that arise. The Resident's failure to cooperate may result in personal liability.

5.2.3 If the Resident receives, or anyone with whom the Resident works or resides receives on the Resident's behalf, a summons, complaint, subpoena or court paper of any kind relating to activities in connection with this Agreement or the Resident's activities at the Medical Center, the Resident shall immediately submit the document to the Office of the Vice President for Legal Affairs.

5.2.4 The Resident agrees to cooperate fully with the Medical Center's administration and all attorneys designated by the Medical Center, and all investigators, committees and departments of the Medical Center, particularly in connection with issues concerning evaluation of patient care, review of an incident or claim and/or preparation for litigation, whether or not the Resident is a named party to that litigation.

5.3 **Health Benefits.** There is a flexible health benefits program available for Residents and their families described in Attachment A and in the CIR Voluntary Hospitals House Staff Benefits Plan. It is the Resident's obligation to select and enroll in the benefit program(s) he/she decides. Health benefits will begin on first day of appointment.

5.4 **Disability Insurance.** (See Attachment A and Summary of Resident Benefits)

5.5 **Workers Compensation.** (See Attachment A and Summary of Resident Benefits)

5.6 **Life Insurance.** (See Attachment A and Summary of Resident Benefits)

5.7 **Confidential Support Services.** The Medical Center through Academic Affairs facilitates the Resident's access to confidential counseling, medical, psychological and other support services as described in Attachment A.

5.8 **Physician Impairment and Substance Abuse Education.** The Medical Center agrees to provide the Resident with an educational program regarding physician impairment, including substance abuse. The Medical Center shall inform the Resident of the Medical Center's written policies for handling physician impairment related to substance abuse, which can be found in the Medical Center's Policy and Procedure Manual, and which are included in the House Staff Website.

5.9 **Laundry Services.** (See Attachment A)

5.10 **On-Call Meals and Parking.** (See Attachment A)

5.11 **Discontinuation of Benefits.** The Medical Center reserves the right to modify or discontinue the benefits described herein or in Attachment A or in Summary of Resident Benefits at any time or in the CIR Voluntary Hospitals House Staff Benefits Plan.

6. **Reappointment.** The duration of this Agreement is for a period of twelve (12) months. Reappointment and/or promotion to the next level of training is in the sole discretion of the Medical Center and is expressly contingent upon several factors, including, but not limited to, the following: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement, the continuation of the Medical Center's and Program's accreditation by the ACGME, the Medical Center's financial ability and furtherance of the Medical Center's objectives.

6.1 Neither this Agreement nor the Resident's appointment hereunder constitutes an option to renew or extend the Resident's appointment by the Medical Center or a benefit, promise or other commitment that the Resident will be appointed to the House Staff for a period beyond the expiration date of this Agreement.

6.2 The Medical Center shall provide the Resident written notice of its intent not to renew this Agreement, enter into a new Agreement, or to renew but not promote, for the following academic year no later than six and one-half (6 1/2) months if the Resident is completing the first year of residency or seven (7) months if the Resident has completed more than one (1) year in the residency program prior to the end of this Agreement; provided, however, that if the Resident is on probation then the Resident will be notified by February 15. In the event the Resident receives such notice, the Resident shall be allowed to implement the Medical Center's Adverse Action procedure as set forth in the Medical Center's collective bargaining agreement with CIR and Institutional policy.

6.3 In the event the Medical Center and/or the Program is closed or discontinued, the Medical Center shall notify all Residents of a projected closing date as soon as practicable after the decision to close is made and allow Residents already in the Program to complete their education or assist the Residents in enrolling in an ACGME, AOA, or ADA accredited program in which they can continue their education.

7. **Grievance Procedures.** Other than grievances and Adverse Actions addressed in the Medical Center's collective bargaining agreement with the CIR, the Resident is encouraged to seek resolution of grievances relating to his/her appointment, reappointment, renewal without promotion, or responsibilities with the Program Director. If the issue is not resolved, the Resident should address his/her concerns to the Associate Vice President of Academic Affairs. The Medical Center agrees to provide for grievance procedures that minimize conflict of interest and to provide for adjudication of resident complaints and grievances related to the work environment or issues related to the program or faculty.

8. **Termination.** In the event this Agreement is terminated by the Medical Center, the Resident shall only be entitled to the due process rights and procedures accorded to the House Staff as set forth in the Adverse Action procedures set forth in the collective bargaining agreement between the Medical Center and CIR. Under no circumstances shall the Resident be entitled to the due process and hearing and appellate rights granted to physician members of the Medical Staff as described in the Medical Staff By-laws.

8.1 Upon termination of the Resident's appointment:

8.1.1 The Program Director shall, at his/her discretion, recommend to the Medical Center whether or not to extend credit to the Resident for participation in the Program.

8.1.2 The Resident shall receive his/her stipend up to the effective date of such termination; less any monies owed to the Medical Center (e.g., unpaid rent).

8.1.3 The Resident shall vacate housing provided by the Medical Center, if any; and

8.1.4 The Resident shall return to the Medical Center all property owned by it by or before the close of business on the effective date of the termination of the Resident's appointment and this Agreement, and complete the Resident Clearance Form.

9. **Reporting Requirements.** In compliance with state and federal laws and regulations, the Medical Center will report instances in which the Resident is not reappointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct or impairment of patient safety or welfare.

10. **Miscellaneous.**

10.1 **OBRA.** In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), the Resident agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services or of the United States Comptroller General or any of their authorized representatives, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

10.2 **Taxes.** The Medical Center shall deduct appropriate items, including FICA (Social Security) and applicable federal, state and city withholding taxes, as well as any state disability insurance premiums.

10.3 **Entire Agreement.** This Agreement, including the attachments and amendments thereto, contains the entire agreement and understanding between the parties and supersedes all prior agreements relating to the subject matter hereof, and may be modified only by a written instrument duly authorized and executed by the parties hereto. In the event of any conflict between this Agreement and the collective bargaining agreement between the Medical Center and CIR, the collective bargaining agreement shall prevail.

10.4 **Notice.** Any notice related to this Agreement shall be deemed proper if given in writing and hand delivered or sent via express or overnight delivery carrier, or mail, registered or certified mail, return receipt requested, with all postage or other charges prepaid and addressed to the Medical Center and the Resident at the addresses identified above.

10.5 **Governing Law.** This Agreement shall be governed by the laws of the State of New York.

10.6 **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

10.7 **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

10.8 In the event of a conflict between the policies and procedures of Maimonides Medical Center

and this Agreement, the terms and provisions of this Agreement shall govern.

11. **Acknowledgement of Appointment.** By signing below, the Resident acknowledges that he/she has not accepted appointment as a resident at any other health care institution for a term of employment concurrent with the term specified herein. The Resident represents that he/she has withdrawn any pending applications for graduate medical education appointment which the Resident may have filed or had filed on his/her behalf, with another health care institution. The Resident acknowledges that the Medical Center may contact other institutions to confirm that any pending application has been withdrawn.

12 **Acknowledgement of Veracity**

By signing this Agreement Resident acknowledges that any false statement or misrepresentation of the facts called for in this application or in the hiring process will be cause for rejection of his/her application or for termination of employment.

Resident/Fellow (signature)

Maimonides Medical Center

X _____

Robin Gitman
VP, Academic Affairs

Date: _____

Date: _____

Credentials Verification Completed by Academic Affairs:

Signature

Print Name

Date

I hereby waive any confidentiality provisions concerning the information required to be provided by the Medical Center pursuant to sections 2805-j and 2805-k of the New York Public Health Law and the enabling regulations thereto.

I hereby consent to the inspection of all records and documents pertinent to the information provided in the Application for Appointment to Graduate Medical Education Program and the Resident Agreement which information pertains to (but is not limited to) my licensure, training experience, malpractice experience, visa status, current competence and health status.

I affirm under penalty of perjury that the information provided in the Application and pursuant to the Agreement is true and accurate. A photocopy of this waiver shall be as effective as the original when so presented.

X _____

Resident/Fellow Signature and Academic Degree

Print Name