

UNION TRAINEE AGREEMENT
Mount Sinai Morningside and Mount Sinai West

Trainee Agreement dated as of _____ between Mount Sinai Morningside and Mount Sinai West (the "Hospital Center"), a not-for-profit corporation organized under the laws of the State of New York and, _____, (the "Trainee").

A. Term of Appointment

In consideration of the mutual promises set forth in this agreement, the Hospital Center hereby offers and the Trainee hereby accepts a term of appointment of **12 months** beginning on _____ and ending on _____ unless earlier terminated as set forth herein.

The Hospital Center agrees, and the Trainee accepts, appointment under the following terms and conditions:

1. Training Program: _____
2. Training Program Level: _____ **PGY-** _____
3. PGY Compensation Stipend: _____

**** (or such other amount as set forth for the applicable PGY level in any successor CIR Collective Bargaining Agreement).**

B. Stipend & Benefits

The Trainee shall receive a stipend at the annual rate of _____, payable in arrears of biweekly installments by check to be picked up by the Trainee at the Hospital Center.

The Trainee shall be entitled to receive fringe benefits of the types and in the amounts stated in the Memorandum of Understanding between the Committee of Interns and Residents (CIR/SEIU) and the Hospital Center (the "CBA") on the first recognized day of their program appointment. The CBA contains information on such benefits available to you as Leave of Absence (covering personal/medical, family/medical and child care leave and the effect of leave on satisfactory completion of your program) Vacation, Sick Leave Benefits, Professional Liability Insurance (including Tail Coverage), Disability and Health Insurance, and conditions for Living Quarters, Meals and Laundry. A number of additional benefits, not described in the CBA, such as Medical, Counseling and Psychological Support Service, are described in the House Staff Manual. All policies or benefits not described in the CBA are subject to change at the discretion of the Hospital Center.

C. Requirements for Appointment & Trainee Representations

1. As a condition precedent to appointment, the Trainee 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 Hospital Center with all credentialing information which the Hospital Center shall require them to provide, including but not limited to medical school diploma and transcript, 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; and
 - d. They shall have satisfactorily completed all requirements of the training program in which they are enrolled for the preceding academic year.
 - e. They shall comply with all health requirements and standards for hospital employees imposed by New York State and local law and regulations -and by the Hospital Center, including submission to a post-offer pre-appointment physical examination and submission of evidence of required immunizations.
 - f. They shall successfully complete all pre-employment 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-employment medical examination; reference checks; and verification of academic credentials.
2. The Trainee represents that no disciplinary action or investigation or misconduct 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 a felony or any other crime involving moral turpitude, nor has any malpractice action commenced against them, except as they have previously disclosed in writing to the Hospital Center; acknowledges that this Trainee 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 Hospital Center on an ongoing basis.

D. Trainee Responsibilities

1. The Trainee agrees to fulfill the following obligations and responsibilities:
 - a. To follow all administrative policies, procedures, rules and regulations of the Hospital Center as the same may hereafter be modified and/or amended, as determined by the Hospital Center's administration, Medical Board and/or Board of Trustees;
 - b. To perform the duties and obligations of a trainee to the best of their ability, provide clinical services commensurate with their level of advancement and responsibilities, carry out assigned patient care and other responsibilities to 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 Hospital Center;

- c. To comply with the instructions and directions of the Administration of the Hospital Center, the Chairman of the Department, the members of the Attending Staff of the Hospital Center under whose supervision the Trainee may be from time to time, and more senior members of the Department;
- d. Not to bill Hospital Center patients or accept payments or gratuities from Hospital Center patients for the rendering of professional services;
- e. 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 Hospital 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 Chairman to perform;
- f. 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 Commissions for the Accreditation of Healthcare Organization (“JCAHO”); the Accreditation Council for Graduate Medical Education (“ACGME”); and the Commission on Dental Accreditation (CODA);
- g. To participate fully in the educational and scholarly activities of the Department’s graduate medical education training program (hereinafter referred to as the “Program”) and satisfactorily fulfill the educational requirements of the Program;
- h. To maintain cooperative relationships with other trainees, members of the Attending Staff and Hospital Center employees, and to avoid disruptive behavior which could potentially have an adverse impact on patient care;
- i. To cooperate fully with all Hospital Center, Departmental, ACGME, Residency Review Committee (“RRC”), and CODA surveys, reviews, peer review and quality improvement activities and to provide all information requested by such bodies;
- j. To strictly abide by the ethics of their profession, and avoid acts and omissions constituting professional misconduct under state licensing laws and regulations;
- k. To maintain the confidentiality of patient clinical information;
- l. 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 Hospital Center, Department, RRC, ACGME or CODA;

The Trainee acknowledges that failure to comply with any of the provisions of this Section D shall constitute grounds for disciplinary action.

E. Hospital Center Responsibilities

1. The Hospital Center agrees to fulfill the following obligations and responsibilities:
 - a. To provide a suitable environment for the medical educational experience;
 - b. To provide a training program which meets the standards of the essentials of an Approved Internship/Residency of the Accreditation Council for Graduate Medical Education of the American Medical Association or Commission of Dental Accreditation; and to provide information relating to access to eligibility for certification by relevant certifying board, and;

- c. To provide a stipend and benefits as set forth in this Agreement.

F. Terms and Conditions of Appointment

1. The Administration and/or the Program Director shall have the right, at any time and without advance notice, in their sole discretion, to change the Trainee 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;
2. Duty Hours
 - a. The hours of duty and direction of the Trainee assignments shall be determined by the Program Director or their designee in accordance with the policy on Clinical and Educational Work Hours. This policy shall comply with New York State, local law and ACGME regulations on the working hours of post-graduate medical trainees.
 - b. Duty hour monitoring will occur within the academic year. Trainees are expected to log duty hours during time periods specified by the Program and/or the Graduate Medical Education Office. Any duty hour violation will be reviewed by the Program and a corrective action plan will be instituted to eliminate future violations.
3. Moonlighting
 - a. The Trainee shall not engage in any employment outside of their training program, paid or unpaid, except upon prior written approval from the Program Director of the Hospital Center. All outside employment (moonlighting) will be subject to terms, conditions and restrictions set forth in such written approval. Notwithstanding receipt of prior written approval, the Trainee warrants that they will under no circumstances engage in any outside employment if, by so doing, they will thereby (i) violate the restrictions imposed by New York State Law and ACGME regulations on the working hours of post-graduate medical trainees, or (ii) render themselves ineligible to work their scheduled hours at the Hospital Center. All hours worked outside of the training program combined with the training program hours each day and each week must not exceed the maximum number of hours permitted by N.Y.S. and ACGME regulations. Any Trainee permitted to engage in outside employment shall report to the Program Director, in writing and as required, the total of all hours worked outside their training program.

G. Termination

- a. 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 Hospital Center to terminate this Agreement shall include, but not be limited to, a breach of any provision of this Agreement by the Trainee. This provision shall be administered consistently with Article 19 of the Collective Bargaining Agreement between the Institution and the Committee of Interns and Residents/SEIU.
- b. If this Agreement is terminated by the Hospital Center on prior to its expiration date, the Hospital Center will submit an explanatory statement to the Council on Graduate Medical Education. The Trainee may also submit an explanatory statement to said Council. Such statements shall be available to inquirers at the discretion of the A.M.A.

H. Reappointment

- a. The duration of this Agreement is for a term not to exceed 12 months. Reappointment shall be in the sole discretion of the Program Director or their designee 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, closure or reduction in the size of the Program and furtherance of the Hospital Center's objectives. If you are a first year trainee, you will be informed of any decision not to reappoint you at least 6 1/2 months prior to the expiration of this agreement. All other trainees, will be informed of any decision not to reappoint at least 7 1/2 months prior to the expiration of this agreement.
- b. When non-reappointment is based on reasons other than the Trainee performance or breach of this Agreement, it shall be final and not subject to the Grievance Procedure of the CBA. When non-reappointment is based on the Trainee's performance or breach of this Agreement, it shall be subject to appeal as stated in Article 20, Item 7 of the CBA.

I. Program Closure or Reduction

The Hospital Center shall inform Trainee of a projected closure or reduction in the size of the Program consistent with Article 22 of the CBA and shall afford any Trainee who is displaced by such closure or reduction reasonable assistance in identifying a program in which they can continue their education.

J. Grievances

Grievances by the Trainee concerning disciplinary actions which may harm their professional training shall be resolved in accordance with Article 18 of the CBA. The Trainee acknowledges that the provisions of Article 18 are their sole and exclusive remedy and that they are not entitled to the due process procedures set forth in the Medical Staff By-Laws.

K. Physician Impairment and Substance Abuse

The Trainee shall abide by the Policy on Physician Impairment and Substance Abuse as referenced in the House Staff Manual.

L. Gender and/or Sexual Harassment

Complaints of gender and/or sexual harassment shall be resolved in accordance with the Policy Statement on Harassment set forth in the Hospital Center's policy "Non-Discrimination and Anti-Harassment."

M. Miscellaneous

This Agreement, along with the CBA, contains the whole understanding of the parties and supersedes all prior oral or written representation. 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.

IN WITNESS WHEREOF the parties have executed this agreement as set forth by the date indicated below.

Trainee

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