

**THE NEW YORK EYE AND EAR INFIRMARY OF MOUNT SINAI
RESIDENT CONTRACT**

Contract dated _____ between THE NEW YORK EYE AND EAR INFIRMARY OF MOUNT SINAI, (hereinafter the Hospital) and _____ (hereinafter the House Staff Officer) agrees to serve on the House Staff of the Hospital as a **PGY** _____ beginning _____ until _____

1. The parties hereto agree as follows:

- Training Program: _____
- Annual Stipend: _____

For Chief Residents - There is a Chief Resident differential of up to \$3,000.

****If you are a chief resident your chief differential will be determined by your department (please discuss with your Residency Program Director)*

2. The House Staff officer agrees to comply faithfully with, and be subject to, the policies, rules, and regulations of the Hospital and the Icahn School of Medicine at Mount Sinai, (hereinafter "Mount Sinai"). These include but are not limited to the policies found in the House Staff Manual, which may be changed from time to time. The House Staff Officer also agrees to accept the following responsibilities:

- (a) under the supervision of the department head, assume responsibilities for the safe, effective and compassionate care of patients, consistent with the House Staff Officer's level of education and experience;
- (b) participate fully in the educational and scholarly activities of the training program and, as required, assume responsibility for teaching and supervising other House Staff Officers and medical students.
- (c) develop and participate in personal program of self study and professional growth with guidance from the teaching staff;
- (d) participate in institutional programs, committees, councils, and activities involving the medical staff as assigned by the Program Director, and adhere to the established policies, procedures, and practices of the Sponsoring Institution and its affiliated institutions;
- (e) participate in the evaluation of the program and its faculty;
- (f) develop an understanding of ethical, socioeconomic, and medical legal issues that affect the practice of medicine;
- (g) apply cost containment measures in the provision of medical care;
- (h) keep charts, records and reports up to date and signed at all times;
- (i) adhere to ACGME Institutional and Program Requirements;
- (j) meet standards of professional behavior expected of a House Staff Officer.

3. The House Staff Officer agrees to abide by Mount Sinai's Intellectual Properties Property Policies and Processes (the "IP Policy") and any amendments thereto. The House Staff Officer acknowledges that they are bound by the IP Policy and agrees that they shall cooperate fully regarding all aspects of intellectual property protection, development, and licensing. The House Staff Officer irrevocably assigns to the Mount Sinai all right, title, and interest in inventions and related intellectual property falling within the scope of the IP Policy, including, but not limited to, patents, copyrights, or trademarks.

4. The House Staff Officer agrees to abide by Mount Sinai's Drug-Free Workplace Policy and Statement. Mount Sinai has a written policy addressing physician impairment, including impairment due to substance abuse.

5. During the term of this agreement the House Staff Officer shall receive:

- (a) Annual stipend will be _____, paid on a bi-weekly pay schedule in accordance with Hospital pay practices.
- (b) Hospital-paid medical, hospitalization and prescription coverage, which are available to all House Staff Officers. The House Staff Officer may purchase medical, hospitalization, and prescription coverage for their family. These benefits become effective on the date of hire. The Mount Sinai Benefits Center can provide the House Staff Officer with any information they may need.
- (c) eligibility for long-term disability coverage for 60% of base salary up to \$3,500 per month.
- (d) access to counseling and psychological support services.
- (e) access to Hospital housing for those who meet established eligibility requirements. Occupancy is subject to housing availability.
- (f) Hospital-paid liability insurance. Mount Sinai's medical malpractice insurance is an occurrence-based policy, with limits of \$1,300,000 per occurrence and \$3,900,000 in the aggregate. Liability insurance coverage includes Mount Sinai employee as insureds while acting within the scope of their duties as such.
- (g) leaves of absence, including sick leave, parental leave, and other leave circumstances. Leaves of absence and the effect of leave time on the completion of house staff training and/or eligibility for specialty board examinations will be determined by the provisions of the House Staff Manual currently in effect and the policies and procedures of the Hospital and the training program. While education leave time may be granted, payment of expenses for attending conferences, if any, will be decided by the Program Director.
- (h) vacation time, which may be taken at any time during the period of appointment subject to the approval of the Program Director. Vacation time must be arranged with the Program Director before the program creates its yearly schedule.

6. Rotation schedules will be maintained in accordance with existing individual service patterns as approved by the Residency Program Director. However, such schedules may be modified or changed in accordance with any pressing circumstances that may arise. The House Staff Officer acknowledges that their training program may, at the discretion of the Residency Program Director, include rotations to other hospitals affiliated with Mount Sinai. Residents rotating to Mount Sinai affiliates agree to comply with and be subject to the policies, rules and regulations of the affiliate institution during assigned rotations.

7. The House Staff Officer represents as follows:

- (a) that, prior to the commencement of the term hereof they will:
 - (i) have graduated from a medical school offering a medical program accredited by the Liaison Committee on Medical Education or the American Osteopathic Association or registered with the New York State Education Department of Accreditation or by an accrediting organization acceptable to the State Education Department; or
 - (ii) have graduated from a foreign medical school, and have passed the examination of the Educational Commission for Foreign Medical Graduates (ECFMG) or the Foreign Medical Graduate Examination in Medical Science (FMGEMS) 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) that, prior to the commencement of the term hereof, they shall provide the Hospital with all credentialing information which the Hospital shall require them to provide, including but not limited to medical school diploma and transcript, and, where applicable, currently valid New York State license or limited permit to practice medicine, ECFMG certificate, or Fifth Pathway certificate.
- (c) that, where applicable prior to commencement of the term hereof, they shall have satisfactorily completed all requirements of the training program in which they are enrolled for the preceding academic year, and they shall have sent to their Program Director a letter of recommendation from their present Program Director, by January 30;
- (d) that, before commencement of the term hereof the House Staff Officer shall have sustained no disciplinary action, nor have any pending disciplinary action in connection with any medical training program or have any malpractice action commenced against them except as disclosed in writing to the Hospital;

8. The House Staff Officer agrees as follows:

- (a) that, during the period of their appointment as a House Staff Officer at the Hospital, they will notify their Residency Program Director of, and obtain prior written approval for, any employment or other professional activities outside the Hospital that the House Staff Officer proposes to engage in, such notification to include at a minimum a written description of the nature and hours of all such proposed outside employment or other professional activities, and will comply with the institutional and departmental moonlighting policies. The House Staff Officer is not required to engage in moonlighting. The House Staff Officer must gain written permission to moonlight from their Program Director, which will be maintained in the House Staff Officer's file. The House Staff Officer's performance will be monitored to determine the effects of moonlighting activities. Adverse effects on performance of duties as a House Staff Officer may result in the withdrawal of permission to moonlight.
- (b) that, even if prior written approval has been obtained from their Residency Program Director for employment or other professional activities outside the Hospital, they will under no circumstances engage in any employment or other professional activities outside the Hospital when they (i) is scheduled to work an average of eighty hours per week over a four week period at the Hospital; or (ii) has, within less than eight consecutive non-working hours, completed either twelve consecutive hours of duty in the Emergency Services Department or twenty-four consecutive hours of duty in any other Department or Service at the Hospital;
- (c) that, they has the sole responsibility of guaranteeing compliance with the institutional policies and procedures governing resident duty hours worked, in compliance with New York State Hospital Code, Part 405; and with the ACGME Common Program Requirements Part VI;
- (d) that, they will adhere to their delineation of privileges and any other guidelines, regulations or restrictions governing their professional activities at the Hospital, and that they will perform only those specific treatments and procedures that they has been authorized in writing by their Residency Program Director to perform.
- (e) that, they agrees to cooperate fully, upon request, with any quality assurance, risk management or peer review investigations, or any other investigation undertaken by Mount Sinai, including those concerning their peers.

9. The House Staff Officer will be reappointed to the next level of training at the Program Director's sole, reasonable discretion. The Program Director will base the reappointment and promotion determinations on the House Staff Officer's successful completion of their current training and the absence of pending Disciplinary Action against the House Staff Officer. House Staff Officers will be notified in writing at least four months before the expiration of their appointment (no later than March 1 for appointments commencing July 1) if their contracts are not to be renewed for the next year of a given residency program or if they will not be promoted to the next postgraduate year of training. Notifications of nonrenewal or nonpromotion will include the reason for the action and are subject to the hearing rights found in the House Staff Manual. If a training program is discontinued their Program Director will assist the House Staff Officer in obtaining placement in another approved program.

10. With respect to foreign nationals or foreign medical graduates, it is understood that this Agreement may be terminated by the Hospital in the event the House Staff Officer does not have appropriate visas, work permits, or other credentials to enable the House Staff Officer legally to carry out their duties and responsibilities under this Agreement.
11. Coverage of service in the interest of patient care must and will be given priority over any and all commitments.
12. 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. This Agreement may be terminated and other disciplinary action may be imposed in accordance with the House Staff Manual. The policies and procedures concerning Disciplinary actions, hearings, and appeals are as outlined in the House Staff Manual.
13. Mount Sinai shall comply with comprehensive, fair, and reasonable policies regarding grievance procedures and due process, where applicable. These policies minimize conflicts of interest in adjudication of grievances and include, but are not limited to, grievance procedures and due process for disciplinary actions taken against residents, for resident complaints and grievances related to the work environment, sexual and other harassment, discrimination, and accommodation of House Staff Officers with disabilities.
14. This contract may be terminated by the Hospital if the House Staff Officer has not completed satisfactorily by the effective date of this Agreement any and all prerequisites to this house staff year as stated in paragraphs 7 (a), (b) and (c) of this contract.
15. This contract is not effective until executed in writing by both the House Staff Officer and an official of Mount Sinai.
16. The House Staff Officer shall at all times comply with all applicable federal state, and local laws, rules, and regulations. In addition, the House Staff Officer shall at all times comply with the policies and procedures of the institution in which such individual is providing services.
17. The parties agree that the Agreement will be governed by the laws of the State of New York without regard to conflicts of law and that they will submit to the jurisdiction of the state and/or federal courts located within the State of New York for the resolution of any dispute that may arise hereunder.
18. This Agreement is the complete understanding between the parties and may not be changed orally.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth above.

THE New YORK EYE AND EAR INFIRMARY OF MOUNT SINAI

House Staff Officer

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