



January 2020

Dear Dr.

This Contract ("Contract") will set forth the terms of your appointment as a member of the House Staff (resident/fellow) in the Northwell Health ("Northwell") Training Program (the "Program") as follows:

Training Program: From: ("Commencement Date") To:  
Training Level:                      Stipend Level:                      Stipend Amount:

The highlights of the fringe benefits currently in effect are included as Attachment A. These fringe benefits may be changed or modified from time to time at the discretion of Northwell. By accepting this appointment, you agree to consider the salary and benefits received from the Program and Northwell as your sole compensation for your clinical activities during your one-year appointment, as well as any orientation activities that may or may not occur before the Commencement Date. You further agree not to accept or retain a fee of any kind for services to patients of any Northwell facility or other facilities to which you are rotated.

The terms under which you will serve are as follows:

1. You will develop a personal program of self-study and professional growth with guidance, assistance, and supervision from the teaching staff of Northwell facility to which you are assigned. The position of resident/fellow involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, your clinical competence will be evaluated on a regular basis. As part of your graduate medical training, you will develop an understanding of ethical, socioeconomic and medical/legal issues affecting medical care and practice, and will participate in institutional programs and activities, including, without limitation, Medical Staff committees, that relate to quality management, patient care review and appropriate resource utilization. In addition, as appropriate, you will assume responsibility for teaching and supervising other residents/fellows and students. You will practice only those clinical activities that you are authorized to perform in accordance with the Program's credentialing. Board eligibility examination information will be provided by each Program as part of the orientation process.
2. Prior to the Commencement Date, you shall have graduated from a school offering programs accredited by the Liaison Committee on Medical Education, American

Osteopathic Association, Commission on Dental Accreditation, Council on Podiatric Medical Education, bodies registered with the New York State Education Department or accredited by an accrediting organization acceptable to the New York State Education Department.

3. Prior to the Commencement Date, you shall provide the Program with all credentialing information, which Northwell and/or the Program shall require you to provide, including, but not limited to, your medical school diploma and transcript. This Contract shall not be effective until all medical education and other qualifications and credentials as required by Northwell and/or the Program and by applicable laws and regulations have been verified. In the event that such qualifications or credentials are not provided by the resident/fellow to Northwell and/or the Program prior to the Commencement Date or does not meet the requirements of Northwell and/or the Program, this Contract is null and void.

4. It is the policy of Northwell that any physician, who is eligible for the full New York State License, must obtain the license prior to entering fellowship training, chief residency year in Medicine or Pediatrics or an Independent Clinical Fellowship. A copy of the license and current registration must be submitted to your Program prior to the commencement of your training. Your continued employment and reappointment to the house staff is contingent upon you maintaining your New York State License to Practice Medicine.

5. It is the policy of Northwell that prior to the start of their training all Podiatry residents must obtain a Limited Permit. Dental residents must provide documentation that they are registered with the New York State Department of Education as an exempt person under New York's Education Law and need not obtain such Limited Permit. The Limited Permit and/or exemption from obtaining such permit must be maintained during the course of their training.”

6. All residents, with the exception of Podiatry and Dental residents are required to take USMLE Step 3/COMLEX Level 3 within four (4) months of commencement of PGY-2. All residents are required to pass USMLE Step 3/COMLEX Level 3 by the end of PGY-2. Residents (including resident transfers) entering a Program after PGY-2 must pass USMLE Step 3/COMLEX Level 3 prior to Program commencement. It is the resident's responsibility to provide proof of compliance with this requirement to the Program Director. Residents who do not pass USMLE Step 3/COMLEX Level 3 by the last day of their PGY-2 will be subject to Adverse Action including, but not limited to, probation, non-renewal, non-promotion or termination from the Program.

7. Prior to the commencement of your appointment hereof, you will be required to pass the Resident Medical Clearance Requirements given by Northwell Employee Health Service. You must satisfactorily pass all parts of the medical requirements before this Contract shall become effective. By accepting this appointment, you agree that if you learn that you have a physical, mental or medical impairment which may prevent you from performing in a reasonable manner patient care duties, or which may pose a potential risk of disease transmission or affect the delivery of health care, you will disclose this information to the Office of Academic Affairs and Human Resources.

8. This Contract is contingent upon your satisfactory performance and successful completion of your present program as evaluated by your Program Director or Dean, your completion of and delivery of the House Staff Appointment Form and all requested documents contained in the New Hire Checklist in New Innovations, the verification of your academic credentials by the Program, and your appointment to the House Staff of the Northwell facility to which you are assigned.

9. You represent and warrant that as of the date you execute this Contract you are not subject to any limitation, restriction, sanction or prohibition that could prevent you from beginning your training in the Program as of the Commencement Date or performing your duties as a trainee in the Program. You shall provide to the Program Director any information that could impede your ability to start in the Program as of the Commencement Date or perform your duties as a trainee in the Program no later than five (5) days of your receipt of such information. Your failure to comply with this paragraph may result in adverse action up to and including the rescission of this Contract and/or your termination from the Program.

10. If you are not a citizen of the United States, the Contract is contingent upon your obtaining, prior to the commencement of your appointment, a valid visa or other appropriate authorization to work in the United States during the term of this Contract, which authorization shall be acceptable to the governmental agencies having jurisdiction there over.

11. By accepting this appointment, you agree to abide by the rules, regulations, policies and procedures, and any amendments thereof which may be made in the future, governing the conduct and responsibilities of members of the House Staff, including, without limitation, those governing resident/fellow supervision, duty hours, moonlighting and activities outside of the Program, as established from time to time by the Board of Trustees of Northwell or the Program Director. These rules, regulations, policies and procedures, and any amendments can be found in the Northwell House Staff Manual. Without limiting the generality of the foregoing, you agree to abide by and will have the benefit of the policies on leave, sexual harassment, physician impairment and substance abuse, and non-competition guarantee, which are also contained in the Northwell House Staff Manual. Information regarding living quarters, meals, and laundry service can also be found in the Northwell House Staff Manual. In addition, confidential counseling, medical and psychological support services are available to you and are described in Attachment A. Also, information regarding a reduction in the size or the closure of the Program can be found in the Northwell House Staff Manual.

12. By accepting this appointment, you acknowledge that you have not accepted appointment as a resident/fellow at any other health care institution for a concurrent term of employment. In addition, upon acceptance of this appointment you are expected to withdraw any other pending applications for graduate medical education appointments,

which you may have filed, or had filed on your behalf, with any other health care institutions.

13. By accepting this appointment, you agree to devote your full-time attention and best efforts to the performance of those duties, which are customarily incumbent upon and performed by a member of the Program, including such assignments by the Program Director to any affiliated institution with which the Program has contractually established a training program.

14. By accepting this appointment you agree that you will not participate in any medical practice or employment of any kind other than pursuant to this Contract except while on scheduled vacation with separately purchased professional liability insurance, or when such arrangements are approved in writing and in advance by the Program Director. Further, your Program Director must determine that any medical practice or employment other than pursuant to this Agreement does not interfere with the full performance of your responsibilities hereunder and complies with the Accreditation Council for Graduate Medical Education requirements and the New York regulations governing resident/fellow duty hours and supervision.

15. Your continued appointment during the academic year and any future reappointment shall be subject to the satisfactory performance of your duties and job assignments as determined by the Program Director and in accordance with the policies outlined in the Northwell House Staff Manual. Nothing in this Agreement shall constitute an option to renew or extend your employment, or a benefit, promise or other commitment that you will be appointed to or considered for appointment to a Northwell facility's Graduate or Attending Staff for a period beyond the expiration date of this Contract or that your appointment will be extended. Any such extension or renewal will be at the discretion of the Program Director and the Northwell facility to which you are assigned.

16. Any adverse determination by the Program Director which may result in your dismissal or which may significantly threaten your career development may be appealed in accordance with the Due Process Procedure for House Staff as set forth in the Northwell House Staff Manual.

17. All parties agree that they have entered into this Contract in good faith and acknowledge their respective ethical and legal obligations to fulfill this Contract until its expiration date. No party shall terminate this Contract prior to its expiration date except for cause and without providing the other prior written notice and the opportunity to discuss freely any differences and/or dissatisfactions that may exist. Notwithstanding the foregoing, this Contract may be terminated and/or you may be suspended from the Program, immediately, without notice, in the event the Program, in good faith, determines that you jeopardize the welfare of patients, other staff or the Program.

18. If you do not sign and return this letter within 60 days of the start date of your training, it shall be considered null and void. Signatures transmitted electronically, via facsimile or in PDF format by electronic email shall be binding upon the parties hereto with the same force and effect as original signatures.

19. This Contract shall be construed and all of the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of New York.

20. This Contract contains the whole understanding of the parties and supersedes all prior oral or written representation.

Sincerely,

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Andrew C. Yacht, MD  
Chief Academic Officer  
Northwell Health

Accepted By:

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Resident/Fellow Signature