

NEW YORK MEDICAL COLLEGE- Richmond Program
NEW YORK MEDICAL COLLEGE
RICHMOND UNIVERSITY MEDICAL CENTER
STATEN ISLAND, NEW YORK
HOUSE STAFF AGREEMENT

This Agreement, dated XXXXXX between Richmond University Medical Center (hereinafter referred to as the Medical Center) and Doctor XXXXXX hereinafter referred to as the Appointee).

In consideration of the mutual promises contained herein, the parties agree as follows:

1. The Appointee agrees to his/her appointment as a XXXX in the Department of Pediatrics.
2. The term of this Agreement will be for a period of 12 months, commencing on July 1, 200X and ending on June 30, 200X.
3. The Appointee will be paid an annual stipend of \$XXXXX PGY Level XXX. The amount of stipend payable (if other than PGY I Level) is subject to verification of the completion of all previous AMA-GME approved internship and/or Residencies.
4. Electives provided to the Appointee will be in accordance with the suggestions of the Residency Review Committee for the Appointee's specialty.
5. The Appointee agrees to perform satisfactorily and to the best of his ability the services of his position and to comply with the House Staff rules and regulations and the administrative policies and procedures of the department in which he serves, as well as the Medical Center. The Appointee declares he will read and become familiar with such rules, regulations, policies and procedures, including all modifications, which may be adopted by the Medical Center during the period covered by this Agreement.
6. The Appointee agrees to comply with the instructions and directions of the Departmental Clinical Chairperson, Residency Program Director, The President, Staten Island Service Division ("the "President"), the members of the attending staff under whose supervision he may be functioning and his seniors on the House Staff.
7. The Appointee understands that his first priority is to the Medical Center and agrees to be available for assigned shifts, to rotate through other institutions which are part of the integrated program and to take call as required.
8. The Appointee agrees to develop a personal program of self-study and professional growth; to participate in safe, effective compassionate patient care under supervision, commensurate with his level of advancement and responsibility; and with the Medical Center's mission to participate fully in the educational activities of the Medical Center's Residency Program, as required, to assume responsibility for teaching and supervising other Residents and students, to participate in institutional programs and activities involving the medical staff; to participate in institutional committees and councils, especially those that relate to patient care review activities and to apply cost containment measures in the provision of patient care.
9. The Appointee agrees that he shall be subject to discipline and discharge for just cause, as set forth in the agreement between the Medical Center and the House Staff Association which is incorporated by reference herein and made a part hereof. Just cause includes, but is not limited to the Appointee's failure to comply with the terms of this Agreement and any willful action which is unethical or detrimental to the interests of the Medical Center or any of its patients.
10. The Appointee understands that, if appointed to the Department of Pediatrics, s/he must provide to the program director evidence of passing of USMLE- Step 3 by December 15 of the Appointee's second post graduate year of residency at the Medical Center. Failure to provide such evidence will result in notice of contract non-renewal for the following academic year.
11. The Appointee agrees that should the GME Committee, the Departmental Clinical Chairman, Residency Program Director, or the President deem it advisable, the Medical Center shall have the right at any time, without advance or previous notice and without modification of its rules and regulations, to change the Appointees assignment without liability of any kind, provided the change complies with the essentials of the approved training program of the Council of Medical Education of the American Medical Association or the appropriate Specialty Board.
12. The Appointee acknowledges that his medical records must be completed with 15 days of the discharge of the patient. Failure to do so within 7 days of notification of overdue charts will result in disciplinary action, which may include suspension without stipend, and/or denial of final certification.
13. The Appointee shall be entitled to participate in the Medical Center's fringe benefits program afforded to similarly situated benefit eligible House Staff, as set forth in the Medical Center's written personnel policies and procedures, summary plan descriptions and/or actual benefit plan documents in effect. The Appointee understands and agrees that the Medical Center may add, delete or otherwise change, at its sole discretion, any and all benefits, and that those additions, deletions or changes shall automatically apply herein. Based on the Medical Center's existing benefit plans and policies, the Appointee shall be eligible for the following benefits subject to prescribed waiting periods, contributions (if any), appropriate enrollment and continuation thereof:
 - a. MEAL ALLOWANCE
 - a. VACATION: Four (4) weeks per full contract year.
 - b. HOSPITAL, MEDICAL, PRESCRIPTION AND DENTAL COVERAGE: Choice of electing Medical and/or Dental. Payroll cost is dependent upon family status and base annual salary.
 - c. LIFE INSURANCE: free Group Term Life Insurance in an amount equal to one (1) times salary up to a maximum of \$100,000.
 - d. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE: Free Group Accident Death and Dismemberment insurance equal to one (1) times salary to a maximum of \$100,000.
 - e. VISION CARE: In and out of network benefits available. Must elect medical benefits to have vision care benefits.

- f. **STIPEND CONTINUATION IN EVENT OF DISABILITY:** Eleven (11) Week stipend continuation but not payable beyond the term of the agreement. The Departmental Chairman will be responsible for determining whether the length of any disability leave will affect the Appointee's training credit for the contract year.
 - g. **LONG TERM DISABILITY INSURANCE:** free Long Term Disability Insurance payable after a total disability lasting in excess of 180 days consecutive days. Plan provides a benefit of 60% of basic monthly earnings up to a maximum of \$7,500 per month.
 - h. **FLEXIBLE SPENDING ACCOUNTS-** Two Flexible Spending Accounts, Health Care and Dependent Care, are available as part of the benefit package.
 - i. **MALPRACTICE INSURANCE:** Covered as Medical Center physician.
 - j. **Uniform:** Two (2) Jackets and Scrub Suits provided free.
 - k. **LIVING QUARTERS:** Use of On-Call room only; on campus apartments are available for rental, subject to availability.
 - l. **HOLIDAYS:** Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Labor Day, plus one additional holiday as selected on a departmental basis.
 - m. **Bereavement:** Up to three (3) days off in the event of the death of a spouse, child, parent, grandparent or sibling.
 - n. **PARENTING DAY:** One (1) day off when spouse has a child.
14. The Medical Center agrees to provide a suitable environment for medical education and experience and a training program that meets the standards of the Specialty Board and the Council of Medical Education of the American Medical Association.
 15. The Parties have entered into this Agreement in good faith, acknowledge their respective ethical and legal obligations to fulfill this Agreement.
 16. The Appointee may not terminate this Agreement without prior written notice and written consent of the Departmental Clinical person to whom the Appointee reports and/or the President.
 17. If this Agreement is terminated prior to its expiration date, each party, at its option, may submit an explanatory statement to the Council on Medical Education of the American Medical Association or the appropriate Specialty Board. Such statements shall be available to inquiries at the discretion of the AMA.
 18. If the Appointee is unable to participate in the program for the length of service required for reasons other than corrective action against the Appointee an appropriate adjustment will be made in the appointee's annual stipend.
 19. Notwithstanding any other provisions in this Agreement, the Medical Center remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal State and Local statutes, rules and regulations.
 20. The Medical Center; agrees that July 1st renewal House Staff Agreements will be offered to eligible PGY1 Level Physicians by December 15th and to eligible PGY 2 and above level physicians by November 15th.
 21. The Appointee agrees that, if required, a License of Limited Permit to practice medicine will be obtained from the Staten of New York as a condition of the Appointee's House Staff position with the Medical Center.
 22. The Appointee understands and agrees that he cannot commence training unless and until all necessary documents, including Immigration and Naturalization authorizations, are submitted. Also, appointment is contingent upon successful completion of a background check and pre-appointment physical examination, which will include drug and alcohol screening to be rendered by Richmond University Medical Center, Staten Island's Employee Health Division.
 23. The Appointee shall, as a condition of his training, become a member of the House Staff Association and/or tender to that Association such annual dues/fees as required. The Appointee hereby authorizes the Medical Center to withhold such annual dues/fees from the Appointee's stipend. This money will be turned over to the House Staff Association. The Association will furnish the Appointee with a copy of the Collective Bargaining Contract between the Medical Center and the Association.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

APPOINTEE:

RICHMOND UNIVERSITY MEDICAL CENTER
STATEN ISLAND

Dr. XXXXX XXXXXXX

by _____ Date _____
Simon S. Rabinowitz, Ph.D., M.D., Departmental Clinical Chairman

Date: _____

by _____ Date _____
Richard Salhany, COO, Richmond University Medical Center

Please sign and return original and duplicate copies within ten (10) days to indicate your acceptance of this Agreement as stated above. to Richmond University Medical Center, 355 Bard Avenue, Room 314, Staten Island, NY 10310.

ATT: Simon S. Rabinowitz, Ph.D., M.D.

Chairman, Department of Pediatrics

Richmond University Medical Center is a major teaching affiliate of NEW YORK MEDICAL COLLEGE

*formerly St. Vincent Catholic Medical Centers Training Program

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