



**FLUSHING HOSPITAL MEDICAL CENTER**  
**RESIDENT AGREEMENT OF APPOINTMENT AND EMPLOYMENT**  
**FOR THE ACADEMIC YEAR 2023-2024**

This Agreement of Appointment and Employment between Flushing Hospital Medical Center (Hospital) and \_\_\_\_\_ (Resident) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ for the academic year **2023-2024**. The Hospital hereby offers and the Resident accepts employment by the Hospital under the following terms and conditions:

**1. Term, Termination and Duration of Appointment**

The duration of this Agreement shall be for a term not to exceed 12 months. The Resident agrees to accept appointment at the Hospital as a **PGY \_\_\_\_\_, Level \_\_\_\_\_**, Resident in \_\_\_\_\_ Residency Training Program for a period of one (1) year commencing \_\_\_\_\_ and ending \_\_\_\_\_ unless otherwise terminated as hereinafter provided. This Agreement is conditioned upon the approval by the Hospital of documentation which shall be submitted by the Resident concerning his/her education, licensure and, if applicable, visa status. Neither party shall terminate this agreement prior to the date of expiration except upon written notice and except as permitted in paragraphs 1, 20 and 38 of this Agreement. In cases where the Hospital is terminating the Agreement, it shall be done with consideration to the pertinent provisions of the current Collective Bargaining Agreement between the Hospital and the Committee of Interns and Residents (CIR Contract).

**2. Compensation**

The Resident shall receive a salary at the annual rate of \$\_\_\_\_\_. Salary amounts may be adjusted annually to reflect increases as agreed to in the CIR/CBA. The Hospital shall deduct, if applicable, social security, federal, state and city withholding taxes, unemployment & disability insurance and workers' compensation.

**3. Leave of Time**

Leave time shall include sick leave, maternity leave, bereavement leave, paternity leave, and marital leave. **Any leave time taken by the Resident will constitute time lost from the Residency Program and will further constitute a significant factor in determining specialty board eligibility and certification.** The Resident may obtain a copy of specialty board requirements from his/her Program Director or directly from the specialty board's website.

Program Directors will review with their Residents, the implications of taking leave in the context of satisfying specialty board requirements. The Resident's Program Director shall also determine whether the Resident has satisfactorily completed the Residency Program in accordance with specialty board requirements. **Leave time taken by the Resident during the year, that exceeds the amount allowed by the Resident's specialty board, shall be made up in accordance with residency program requirements.**

The Resident agrees to review his/her applicable specialty board requirements from time to time in order to understand the impact that excessive leave will have upon the Resident's board eligibility or ability to successfully complete the residency program.

The Resident understands and agrees that he/she is not automatically entitled to additional training beyond the number of years required for his/her program and that any extension of training time must be approved by the Chief Financial Officer, Program Director, the Director of Medical Education and the Graduate Medical Education Committee or its appointed *ad hoc* committee.

The Resident understands and agrees that any extension of training may not be automatically compensated and that the propriety of compensation will be reviewed and determined by the Program Director, the Director of Medical Education and the Graduate Medical Education Committee or its appointed *ad hoc* committee.

By signing this Agreement, the Resident acknowledges that successful completion of the program may be deferred due to excessive leave and that leave taken may impact upon specialty board eligibility and certification.

#### **4. Vacation and Holidays**

The Resident shall be entitled to an annual vacation allowance of 4 weeks for the academic year. Vacation time must be taken during the academic year of accrual. The following shall be considered holidays with pay: New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and four (4) floating holidays. Detailed information regarding vacation and holidays may be found in the CIR Contract.

#### **5. Conditions for Reappointment**

Decisions on Reappointment shall at all times remain within the sole discretion of the Program Director and the Departmental Chairperson. Reappointment to the next academic year is contingent upon several factors, including but not limited to: satisfactory completion of the Resident's previous year of training, satisfactory performance evaluations, full compliance with the terms of this Agreement and closure or reduction in the size of the Program.

If the Resident receives written notice either of intent not to renew the Resident's Agreement or, of intent to renew the Agreement but not to promote the Resident to the next level of training, the Resident will be allowed to implement the Hospital's Grievance Procedure as set forth in the CIR contract.

### **Hospital Responsibilities**

#### **6. Equal Opportunity Employment**

It is the policy and practice of the Hospital to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, national origin, religion, sex, age, disability, citizenship status, marital status, creed, sexual orientation, or any other characteristic protected by law.

#### **7. Benefits and Insurance Coverage In General**

- a) The Resident shall refer to the CIR Contract, the CIR SEIU VHHSBP Benefits Plan and the Graduate Medical Education Institutional Policies and Procedures for detailed information regarding the benefits of the Resident's appointment, including Financial Support, Vacation, Leave, Benefits, Professional Liability Insurance, Hospitalization, Health, Disability and other Insurance, Counseling, Medical and Psychological Support Services, and Laundry Services.

- b) As set forth in this Agreement, the Hospital shall provide the Resident with appropriate financial support, and insurance coverage benefits to ensure that the Resident is able to fulfill the responsibilities of the Residency Program. The Resident shall be entitled to receive fringe benefits of the types and in the amounts specified by the Hospital and as is consistent with the terms of the CIR Contract and the Graduate Medical Education Institutional Policies and Procedures.

## **8. Professional Liability Coverage**

The Hospital shall provide professional liability insurance coverage for the duration of the Resident's training which subject to exclusions, shall cover the Resident while rendering professional services within the scope of his/her employment pursuant to this Agreement. Detailed information regarding professional liability coverage is set forth in the current CIR Contract and in the Graduate Medical Education Institutional Policies and Procedures.

## **9. Grievance Procedures and Due Process**

The Hospital shall ensure the fair and reasonable adjudication of Resident complaints and grievances related to the Resident's work environment or issues related to the program or faculty. Detailed information regarding Grievance Procedures and Due Process is set forth in the CIR Contract and in the Graduate Medical Education Institutional Policies and Procedures.

## **10. Counseling Services**

The Hospital shall provide access to confidential counseling in addition to medical and psychological support services. Detailed information regarding Counseling Services is set forth in the CIR Contract and in the Graduate Medical Education Institutional Policies and Procedures.

## **11. Physician Impairment**

The Hospital shall provide the Resident with ongoing education on physician impairment including that due to substance abuse, psychiatric issues, stress, fatigue, family problems, illness and other issues that may lead to impairment or inability to practice medicine safely and effectively. Detailed information on the Hospital policy on physician impairment is set forth in the Graduate Medical Education Institutional Policies and Procedures.

## **12. Sexual and Other Forms of Harassment**

The Hospital promotes, upholds and supports a work environment that is free from sexual and other forms of harassment. The Hospital supports and will affirmatively comply with federal laws prohibiting sexual and other forms of harassment in the workplace. Complaints of sexual harassment and exploitation and/or other forms of harassment shall be addressed in accordance with the policies and procedures of the Hospital. Further detailed information regarding the Hospital's harassment policy is set forth in the Graduate Medical Education Institutional Policies and Procedures and in the Hospital's *Standard of Excellence Code of Ethics and Business Conduct*.

## **13. Accommodation for Disabilities**

The Hospital agrees that it is and shall remain in compliance with the Americans with Disabilities Act of 1990 ("ADA") and that the Hospital shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, and other terms, conditions and privileges

of employment. The Hospital is also aware of its obligations and rights as an employer and the rights of employees under the ADA as set forth under the ADA provisions regarding "Reasonable Accommodation".

#### **14. Education and Work Environment**

The Hospital agrees to provide an educational and work environment in which the Resident may raise and resolve issues without fear of intimidation or retaliation.

#### **15. Modification of Assignment Schedule**

The Program Director and/or the Chairman of the Department shall retain the authority and sole discretion, to modify or change the Resident's schedule without liability of any kind provided the modification or change is not inconsistent with accreditation agency and applicable specialty board requirements. The Resident's assigned schedule shall be determined by the Program Director or his/her designee in accordance with New York State law and regulations on the working hours of post-graduate medical trainees, and in accordance with Accreditation Council for Graduate Medical Education, American Osteopathic Association, Council on Podiatric Medical Education and/or American Dental Association guidelines.

#### **16. Certification of Completion**

Only upon satisfactory completion of the Residency Program and the final clearance procedure of the Hospital, shall the Hospital furnish to the Resident a certificate of completion. The final clearance process consists of but may not be limited to the return of all hospital property such as scrubs, laboratory coats and hospital identification cards. The clearance process shall also include the completion of outstanding patient medical charts.

#### **17. Medical Library, Communication Resources and Technology Support**

The Hospital shall provide the Resident with access to adequate medical library and communication resources, in addition to technological support.

#### **18. Uniforms and Laundry Services**

The Hospital agrees to provide, at no expense to the Resident, uniforms in the form of laboratory coats and scrubs. The Hospital shall provide laundering services for uniforms at no expense to the Resident.

### **Resident Responsibilities**

#### **19. Documentation Required for Appointment**

- a) The Resident shall provide the Hospital with all credentialing information which the Hospital shall require him/her to provide, including but not limited to original medical, dental, podiatry school diploma and transcripts, translated to English where necessary and where applicable, currently valid New York State or other licenses or permits to practice medicine, dentistry or podiatry, and if applicable, ECFMG Certificate. Any Resident who fails to submit ECFMG certification prior to the commencement of residency, shall not be permitted to start the program.
- b) If the Resident is not a citizen of the United States, he/she shall obtain a valid visa or other appropriate and required authorization to work in the United States during the term of this Agreement. If during the term of the contract, the visa status lapses or changes to the extent that the resident is no longer

authorized by law to work in the United States during the term of this contract, this contract shall automatically terminate and the Resident will not be permitted to continue to work.

- c) The Resident represents that no disciplinary action or investigation or misconduct proceeding has been taken against him/her by any medical training program, hospital, health care institution or medical licensure or disciplinary agency, and that he/she has never been convicted of or entered a plea of guilty or *nolo contendere* to a felony or any other crime, nor has any malpractice action commenced against him/her, except as he/she has previously disclosed in writing to the Hospital.
- d) The Resident acknowledges and agrees that this Agreement is expressly conditioned upon the truth and accuracy of the foregoing representations; the Resident acknowledges and agrees promptly to disclose any such actions, investigations, proceedings, convictions or pleas to the Hospital on an ongoing basis during the terms of this contract and where applicable all subsequent resident contracts at this Hospital.

## **20. Education and Training**

The Resident agrees to develop and adhere to a program of self-study and professional growth that is at all times consistent with the academic requirements of the applicable accreditation agency and the Resident's specialty board.

## **21. Educational and Professional Activities**

The Resident agrees to participate on Hospital Committees whose actions affect Resident education and/or patient care and to participate in educational programs including but not limited to those programs focusing on physician impairment, fatigue, sleep deprivation, ethics and professionalism.

## **22. Scholarly Activity**

The Resident agrees to engage in the educational, scholarly and research activities of the Resident's training program and to satisfactorily fulfill the educational requirements of the Program.

## **23. Hospital Policies and Procedures**

The Resident shall follow all administrative policies, procedures, rules and regulations of the Hospital and the Graduate Medical Education Policies and Procedure manual, as the same may hereafter be modified and/or amended, as determined by the Hospital. By signing this Agreement, the Resident acknowledges receipt and understanding of the above referenced information.

## **24. Duty Hours**

The Resident shall comply with ACGME (where applicable) and NYS 405.4 Regulations governing duty hours. By signing this Agreement, the Resident acknowledges that violations of duty hour regulations committed by the resident may jeopardize the Resident's standing with the program and may result in immediate disciplinary action. The Resident shall also fully and completely document all duty hours in a timely manner, utilizing New Innovations, the Hospital's electronic web-based residency management program.

## **25. Moonlighting**

The Resident shall not engage in any employment outside the Hospital, paid or unpaid, except upon prior written approval from the Program Director. All outside employment will be subject to terms, conditions and restrictions set forth in such written approval. Further detailed guidance on moonlighting may be found in the Graduate Medical Education Institutional Policies and Procedures.

## **26. Patient Safety**

The Resident agrees to perform the duties and obligations of a Resident to the best of his/her ability, provide clinical services commensurate with his/her level of advancement and responsibilities, carry out assigned patient care in a safe, compassionate and effective manner and to protect and promote the health and safety of patients at the Hospital.

## **27. Compliance with Supervision Requirements**

The Resident agrees to comply with the instructions and directions of and at all times remain accountable to the Administration of the Hospital, the Resident's Program Director and Chairperson, the Attending Staff under whose supervision the Resident may be from time to time, and to other senior members of the Department, including senior Residents.

## **28. Delineation of Privileges**

The Resident agrees to adhere to his/her delineation of privileges where applicable and any other guidelines or restrictions imposed on the professional activities of post-graduate medical trainees at the Hospital, and to endeavor at all times to perform only those specific treatments and procedures that he/she has been authorized in writing to perform.

## **29. Compliance with Laws and Regulations**

The Resident agrees to at all times comply with and adhere to all applicable state, federal and local laws, as well as the standards of applicable regulatory, licensing and accreditation bodies, including but not limited to the New York State Department of Health, the Joint Commission and the applicable academic accrediting agencies.

## **30. Confidentiality/Patient Privacy**

The Resident shall at all times comply with all applicable local, state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and to at all times maintain the confidentiality of all patient health information, including but not limited to information contained in patient charts, patient financial information, mental health information and HIV related information.

## **31. OSHA**

The Resident agrees to strictly comply with and adhere to all OSHA regulations and institutional policies that are referable to OSHA regulations, including those prohibiting the wearing of scrubs, booties, masks and caps worn during a surgical procedure, outside of the operating room.

### **32. Professionalism**

The Resident agrees to at all times comply with all Hospital policies and procedures including but not limited to those policies and procedures addressing sexual and other forms of harassment, disruptive behavior, corporate compliance, vendor interaction and relationships, physician impairment, including substance abuse and dress code requirements. The Resident further agrees to maintain cooperative relationships with other Residents, members of the Attending Staff, Nursing Staff and other Hospital employees, and to avoid and refrain from engaging in disruptive behavior. The Resident shall at all times, strictly abide by the ethics of his/her profession, and avoid acts and omissions constituting professional misconduct under state licensing laws and regulations. The Resident also agrees to refrain from directly or indirectly offering, giving, soliciting, receiving or agreeing to receive any fee or other consideration to or from a third party for the referral of a patient or in connection with the performance of professional services. *NYS Education Law 6530(18)*. The Resident further agrees to refrain from billing Hospital patients or accepting payments or gratuities from Hospital patients for the rendering of professional services.

### **33. Participation in Non-Clinical Mandatory Training**

The Resident agrees to participate in all mandatory training, including without limitation, training in Infection Control, Blood borne pathogens, Risk Management, Corporate Compliance, Ethical-Medical-Legal training, Physician Impairment, Fatigue and Sleep Deprivation, in addition to such other training that the institution and/or the Resident's department may require from time to time.

### **34. Cooperation with Surveys, Peer Review and Quality Improvement Activities**

The Resident agrees to cooperate fully with all Hospital, departmental and accreditation surveys, reviews, peer review and quality improvement activities and to provide all information requested by such bodies.

### **35. Completion of Patient Medical Records**

The Resident agrees to maintain a record for each patient that accurately reflects the evaluation and treatment of the patient (*NYS Education Law 6530(32)*), to complete all patient care charts in a thorough, professional, accurate and timely fashion, and to complete such other documentation as may be required by the Hospital and the Resident's department.

### **36. Licensure**

The Resident agrees to achieve full and unrestricted licensure in New York State as soon as possible under New York State Law.

### **37. Employee Health**

The Resident agrees to comply with all health requirements and standards for Hospital employees, imposed by federal, state and local laws and regulations and by the Hospital, including submission to a post-offer, pre-appointment drug-screening, physical examination, influenza vaccination and submission of evidence of other such vaccinations and immunizations as may be currently required and as may become required under law and/or hospital policy. The Resident acknowledges that a failure of the pre-appointment drug screen shall result in the immediate termination of this Agreement. The Resident further acknowledges that failure to comply with any of the provisions of this section shall constitute grounds for disciplinary action, including termination.

## **Miscellaneous Provisions**

### **38. Amendment or Modification**

This Agreement shall not be modified or amended except in writing, signed by the parties to this Agreement.

### **39. Invalid Provisions**

If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of this Agreement.

### **40. Waiver**

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or excusal shall be in writing and signed by the party claiming waiver or excuse. Any consent by any party to, or waiver of, breach by the other, whether expressed or implied, shall not constitute a consent to, waiver or, or excuse for, any other different or subsequent breach.

### **41. Applicable Law**

This Agreement shall be constructed in accordance with the laws of the State of New York without regard to its conflict of law provision.

### **42. Entire Agreement**

This Agreement sets forth the entire agreement and understanding between the parties as to matters contained herein, and merges and supersedes all prior discussions, agreements, and understandings of every kind and nature among them; no party shall be bound by any condition, definition or representation other than expressly provided for in this Agreement.

### **43. Headings**

The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

### **44. Execution of the Agreement**

This Agreement and its amendments may be executed in multiple copies, with each multiple copy to be deemed an original, and all multiple copies together constituting one and the same instrument.

### **45. Notices**

All notices, requests, demands and other communications provided for in this Agreement shall be deemed to have been given at the time when personally delivered, or mailed via registered or certified mail, return receipt requested, addressed to the address of the other party set forth below or to such other address as such party may have fixed by notice; provided, however, that any notice of change of address shall be effective only upon receipt.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
*Resident*

\_\_\_\_\_  
*Residency Program Director*

\_\_\_\_\_  
*Designated Institutional Official*

\_\_\_\_\_  
*President and Chief Executive Officer*