

KINGSBROOK JEWISH MEDICAL CENTER

HOUSE STAFF OFFICER AGREEMENT

I, _____ accept appointment to the Kingsbrook Jewish Medical Center House Staff under the following terms and conditions:

1. Position: House Staff Officer PGY: 1 Department: _____

2. Duration: Begins on: _____ and ends on _____.

Your appointment is conditional upon your providing all the original documentary evidence that is required by the Hospital, New York State and other agencies.

3. Starting Salary: \$_____ per year.
Subsequent changes in salary will be accordance with the then current salary scale for House Staff.

4. Hours of Duty: Are determined by each Program Director and must meet the regulatory requirements set by the Accreditation Council for Graduate Medical Education and New York State Department of Health. These requirements are available with each Program Director, the Office of Graduate Medical Education and the Corporate Compliance Department.

5. The Collective Bargaining Agreement between the Medical Center and the bargaining unit for the House Staff (*Committee on Interns and Residents*) outlines my current hospital benefits and allowances such as the following: (a) professional liability insurance; (b) hospital and health insurance; (c) disability insurance; (d) leave time (*with or without pay*); (e) vacations; (f) uniforms, laundry and meals; (g) wages and other compensation and (h) sick time.

6. The Medical Center will provide me on an occurrence basis with professional liability insurance coverage for those activities that are within the scope of my employment through the Medical Center's professional liability self insurance program, which the Medical Center maintains for the coverage of its employed professional staff for activities within the scope of their employment. The Medical Center agrees, and by means of this sentence has explained to me, that the phrase "occurrence basis" means that I will be covered for any claims against me which are filed during or after completion of my residency program which claims are related to activities conducted by me as part of my residency program.

7. The Collective Bargaining Agreement between the Medical Center and the bargaining agent for the House Staff (*Committee on Interns and Residents*) also outlines the policies relating to discipline and redress of grievances.

8. The Medical Center will abide by the Collective Bargaining Agreement between the Medical Center and the bargaining agent for the House Staff (*Committee on Interns and Residents*) which currently requires that PGY 1 residents be notified six and one-half (6½) months and resident PGY 2 or greater will be notified seven and one-half (7½) months prior to the termination of their individual contracts if their services are not to be renewed for the next year of a given residency program.

9. All complaints of sexual harassment and exploitation will be dealt with as outlined in the Human Resources Policy and Procedures Manual of Kingsbrook Jewish Medical Center.

10. Moonlighting is not permitted nor are the residents required to moonlight.

11. Professional activities outside the program are not permitted unless approved by the Program Director as a part of program.

12. Any House Staff Officer who requires assistance concerning impairment, including substance abuse, and psychological support services, will be referred to the Employee Health Services physician for counseling and/or specific treatment referral.

13. In the event that the Institution reduces the size or terminates the residency program, the House Staff will be informed as soon as possible. In such cases, the institution will allow the House Staff already in the program

to complete their education or assist them in enrolling in an ACGME accredited program in which they can continue their education.

14. House Staff Officer Responsibilities:

I have read the following, and I agree to undertake the responsibilities indicated, but not limited to, the following:

- a. Participate fully in my department’s educational, training and patient care program, including possible assignment to the staff of other institutions as part of a rotational teaching practice program.
- b. Develop a personal program of self study and professional growth with guidance from the teaching staff.
- c. Participate in safe, effective and compassionate patient care under supervision, commensurate with my level of advancement and responsibility.
- d. Participate fully in the educational activities of my programs and, as required, assume responsibility for teaching and supervising other residents and students.
- e. Participate as required in institutional programs and activities involving the medical staff and adhere to established practices, procedures and policies of the institutions and comply with the Medical Staff By-laws, Rules and Regulations.
- f. Participate as required in institutional committees and councils, especially those that relate to patient care review activities.
- g. Apply cost containment measures in the provision of patient care.

15. The Hospital agrees to provide a suitable environment for medical educational experience and a training program that meets the standard of the Essentials of Accredited Residency Programs prepared by the Accreditation Committee on Graduate Education.

16. I agree to perform satisfactorily and to the best of my ability the customary and agreed upon services for my position; and to conform to all Hospital policies, procedures and regulations that are not inconsistent with this Agreement.

17. The Parties have entered into this Agreement and in good faith and acknowledge their respective ethical and legal obligations to fulfill this Agreement until its expiration date, except for just cause. Just cause will include, but not be limited to, illness on the part of the appointee to the House Staff; cancellation of the training program for reasons beyond the control of the Hospital; or any other acts and circumstances not contemplated by the contracting parties and caused by outside agencies or by an Act of God.

18. If this agreement is terminated prior to its expiration date, each Party, at its option, may submit an explanatory statement to the appropriate accrediting agencies. Such statements shall be available to inquirers at the discretion of that body.

19. I agree to abide by the rules and regulations in effect or enacted during my tenure as applicable to House Staff and/or other employees that are not inconsistent with the terms and conditions of the Collective Bargaining Agreement with the Committee of Interns and Residents.

Date: _____

KINGSBROOK JEWISH MEDICAL CENTER

ACCEPTED:

Signed: _____
NAME OF HOUSE STAFF OFFICER

by _____
PRESIDENT & CHIEF EXECUTIVE OFFICER