Dear Residency Applicant:

Please review the attached Hospital – Resident Agreement (sample copy, subject to change), for United Health Services Hospitals Residents.

Let me know if you have any questions.

Please sign the acknowledgment below and return to me.

Thanks,
Professional Recruitment Coordinator

Acknowledgment of Receipt

I acknowledge receipt of the Hospital - Resident Agreement (sample copy, subject to change) United Health Services Hospitals, Inc.

_______________________________________
Applicant Name (printed)

_______________________________________
Applicant Signature

_______________________________________
Date
Hospital - Resident Agreement
United Health Services Hospitals, Inc.

This agreement between United Health Services Hospitals, Inc., a New York not-for-profit corporation, with offices at 10-42 Mitchell Avenue, Binghamton, New York (the "Hospital"), and (the "Resident") is effective (subject to each of the terms set forth herein) beginning and shall terminate on . During the above-specified term of this agreement, the Resident will function as a PGY-1 in the Hospital's Program (the "Program").

1. PURPOSE:
The Resident, having successfully completed his or her undergraduate medical education from an accredited allopathic, osteopathic or pediatric medical school, shall by this Agreement acquire graduate medical education and training at the Hospital. This contract governs the relationship between the individual Resident and the Hospital, and shall take precedence over any other institutional or program agreement.

2. RESPONSIBILITIES OF THE RESIDENT:
A. Credentialing:
The Resident must satisfy all credentialing and pre-employment obligations prior to entry into the training program. The Resident may not begin the training program or receive any other benefits under this contract without having met the Hospital's credentialing requirements and pre-employment documentation to include the following:
1. An accurately completed training application.
2. Pre-employment forms and required documentation for hire.
3. Proof of legal employment status (i.e., a birth certificate, a passport, a driver's license, etc.).
4. Proof of graduation from medical school. If the Resident does not obtain their medical school diploma by June 1, they must submit a letter verifying graduation from their registrar's office.
5. ECFMG certification and valid Visa if the Resident is an international medical graduate.
6. The Resident agrees to submit to, and to pass (to the satisfaction of the Hospital in its sole discretion), both 1) a post-offer drug and health screening; and 2) background investigation, which screening and investigation shall be conducted in accordance with the Hospital's policies.
7. Proof of compliance with physical exam/immunization records as required by the Hospital.

B. Licensure:
The Resident agrees to abide by New York State licensure requirements for physicians in training.

C. Training, Competence and Supervision:
1. The Resident agrees to participate fully in the educational activities of the program and assume responsibility for teaching and supervising junior Residents and students. He/she shall fulfill the required duties to the best of his/her ability.
2. The Resident is responsible for knowing the limits of his/her scope of authority, and the circumstances under which he/she is permitted to act with conditional independence.
3. The Resident agrees to participate in safe, effective and compassionate patient care under supervision commensurate with his or her level of advancement and responsibility.

D. Communication:
The Resident acknowledges that the Hospital disseminates information relevant to the Resident's training program through the Resident's UHS e-mail account; accordingly, the Resident agrees to check and respond to his/her UHS e-mail regularly.

3. STANDARDS AND EXPECTATIONS OF THE RESIDENT:
The Resident agrees to follow each of the following standards and expectations including:
A. Patient Care:
1. Accepting primary responsibility for the delivery of care for all assigned inpatients under the supervision of assigned attending physicians and/or more senior residents.
2. Accepting responsibility for the delivery of various aspects of care to assigned outpatients with the level of care and responsibility defined by the particular service.
3. The orderly signing over of all patients to another physician or student when going off duty and carrying this out in a more formal, verbal and written manner when rotating off service.

B. Compliance with Regulations and Requirements:
1. Maintaining standards of care as defined by the Bylaws, Rules and Regulations of the Medical Staff of UHSH and of the recognized organizations accrediting the Hospital and its training programs, by the laws of New York State and regulations of the State Health Department and as judged to be satisfactory by the individual Hospital departments concerned, including compliance with ACGME and New York State resident work hours and PATH regulations.
2. A willingness to accept documentation of responsibilities involving patient care, especially concerning completion of medical records within a reasonable time frame as mandated by the State, the Joint Commission and the Medical Staff Rules and Regulations.
3. Complying with the Rules and Regulations of the Department of Medical Education and individual residency programs.
4. Complying with the individual residency program requirements on proper procedure and documentation of clinical procedures.
5. Comply with the Hospitals mandatory requirements, such as E-learning training and an annual health assessment.
6. The Resident may be assigned to a Hospital Committee as required by the ACGME. Attendance to the Committee is required.

C. Confidentiality:
1. The Resident agrees to maintain the confidentiality of all written, oral or computerized information relating to the Hospital, patients and family members in accordance with all applicable federal and state privacy laws, including the HIPAA regulations. The Resident understands that his/her assigned electronic logon constitutes his/her legal electronic signature and agrees to not share the assigned logon or password.

D. Educational Activities/Self-Study Programs:
1. The Resident agrees to develop and follow an independent study program with guidance from the teaching staff and demonstrate ability to assume graded and increasing responsibility for patient care.
2. Attending lectures, seminars and conferences. The Resident must abide by the individual residency program requirements on conference attendance.
3. Attending all mandatory orientation sessions and courses, including but not limited to ACLS, PALS.
4. Abiding by the individual residency program’s evaluation process.

E. Professionalism:
1. Willingness to accept guidance, criticism and evaluation from those of more experience and to defer final decisions related to patient care to those who are in a supervisory capacity. Use information about self-error to improve practice and change behavior.
2. Conducting himself/herself ethically and professionally in keeping with his/her position as a physician in the care of patients and in relationships between himself/herself and other members of the staff.
3. Dressing appropriately and professionally. The Resident must wear a lab coat and individual photo ID badge while on duty. Refer to the “Personal Appearance, Cleanliness and Uniforms” policy 2.13 in the UHSH Human Resources Policy and Procedure Manual.
4. Being on time for all scheduled assignments, responsibilities, conferences, etc.
5. Promptly reporting illness or unavailability to your residency office.
6. Conducting himself/herself as fully responsible for the care of the patient, although ultimate authority for clinical responsibilities is derived from the attending physician.

4. **RESPONSIBILITIES OF THE HOSPITAL:**

A. **Representation of the Hospital:**
   1. The Hospital declares that: (1) the primary purpose of this Program is educational, and (2) the Program is accredited by the Accreditation Council for Graduate Medical Education, American Osteopathic Association Council on Postdoctoral Training, or the Council on Podiatric Medical Education.
   2. The Hospital warrants that the Program meets the New York State license requirements.

B. **Stipend:**
   1. The Hospital shall, for the period of this agreement, pay the Resident a gross annual stipend in the amount of __________.
   2. The Hospital shall make appropriate deductions from the gross amount for all applicable taxes, including Federal Income Tax, Social Security Tax, State Income Tax, New York Disability. Residents with J1 Visas are not required to have Social Security (FICA) taxes withheld.
   3. The Hospital shall make payment on a biweekly basis, beginning __________ or the date the Resident reports to work, whichever is later.

C. **Liability Insurance:**
   1. The Hospital shall provide malpractice coverage to the Resident (the "Liability Coverage"), but only for approved Program activities conducted in accordance with the Department's Policy & Procedure Manual for House Officers (the "Resident's Manual").
   2. The Liability Coverage does **not** provide coverage for any activity beyond the scope of this Agreement or the approved Residency Program (i.e., the Liability Coverage shall **not** apply to any outside moonlighting).
   3. The Resident shall cooperate fully with the Hospital's insurance carrier(s) and/or any attorneys engaged by the Hospital or those carriers with regard to the defense or investigation of any professional liability claim. This duty shall survive the expiration of this Agreement.

D. **Medical/Dental Benefits:**
   UHS provides medical coverage through the UHS PPO, a medical plan that offers comprehensive benefits and coverage for prescription drugs. UHS covers a major portion of the health insurance premiums. Standard and high option dental plans are available at shared cost with the hospital.
   Changes in benefits and costs may occur during the term of this agreement. The hospital will provide 30 days advance notice of any direct reduction in benefits.

E. **Other Insurance:**
   1. **Life Insurance** - The Hospital will provide Group Life Insurance equal to the house officer's basic annual salary. Additional term Life Insurance is available at cost.
   2. **Business Travel Accident Insurance** - The Hospital will provide the Resident with 24-hour accident protection while on Hospital business with a maximum benefit of $100,000.
   3. **Disability** - Short-term Disability Insurance is provided after four (4) consecutive weeks of employment. Long-term Disability may be purchased after six (6) months of continuous employment.
   4. The Hospital will provide Worker's Compensation Insurance to the Resident/Fellow consistent with the Hospital's benefits program.

F. **Counseling Service:**
   The Resident will have access to the confidential counseling, medical and psychological support services available through the Hospital's Employee Assistance Program (EAP).
G. Paid Time Off (PTO):
1. In accordance with the Medical Education Department’s "Paid Time Off" ("PTO") Policy, the Resident is entitled to 18 days PTO during the period of this agreement. PTO includes vacation, holidays, board exams, interviews, unexpected illnesses or absences and emergency personal days. A Resident may only use that PTO time as allowed per the PTO Policy; and within the period of this agreement. The program may be extended if the Resident's use of PTO time exceeds Board or Programmatic Requirements.
2. Residents are not provided added compensation for working on a holiday. Every attempt will be made by the Chief Residents to assign legal holiday schedules in an equitable manner amongst the Residents; however, it is not guaranteed. The Hospitals' legal holidays include: Labor Day, Thanksgiving, Christmas Day, New Year's Day, Memorial Day and 4th of July.
3. Graduating/terminating Residents residing at Eckelberger Tower will be assigned five (5) of their 18 PTO days at the end of their contract year, in order to allow them time to vacate those premises in a timely fashion.
4. If disabled for more than seven (7) days, a Resident shall apply for disability coverage, and payment may be subsidized with PTO until PTO is exhausted.
5. Any leaves of absence are governed by the Hospitals’ Policy on Leave of Absence.

5. POLICIES/REGULATIONS:
The resident agrees to comply with each of the following policies/regulations:
A. Physician Impairment:
The Hospital has instituted policies and procedures to assure that patient care is not compromised by any Resident or other physician suffering from any impairment, whether that impairment results from a physical or mental condition, or from alcohol or substance abuse. Any such cases of physician impairment shall be handled pursuant to the provisions of UHS Hospitals Administrative Policy #6.65.
B. Work Hour Regulations:
Residents must abide by the NYS and/or ACGME institutional and programmatic work hour regulations. The Resident agrees to enter duty hours on New Innovations in a timely manner.
C. Moonlighting:
Moonlighting must not interfere with the ability of the Resident to achieve the goals and objectives of the educational program. Time spent by Residents in Internal and External Moonlighting must be counted toward the 80-hour Maximum Weekly Hour Limit. PGY 1 Residents are not permitted to moonlight.
D. Harassment in The Workplace:
Residents are protected from-and prohibited from-engaging in harassment in the workplace, and must abide by each of the provisions of the Hospitals’ Human Resources Policy and Procedure #5.10.0, "Harassment in the Workplace.” This Policy and Procedure was drafted to comply with (and is enforced in compliance with) the Civil Rights Act of 1964.
E. Fair Hearing Policy and Procedures:
The Resident is afforded due process concerning adverse actions or grievances. The “Resident Grievance Procedure Policy” in the Residents Manual governs the procedure used to appeal adverse actions.

6. STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY:
The Hospital complies with the applicable provisions of Title VII of the Federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the New York State Human Rights Law.
7. **CONDITIONS FOR REAPPOINTMENT:**
Faculty and Residents evaluate the performance of each Resident after the completion of each clinical rotation. The Program Director conducts a performance evaluation, which is reviewed with each Resident at least twice per year. Resident promotion is dependent upon the recommendation of the Program Director. That process is more fully set forth in the "Evaluation and Advancement of Resident Physicians Policy" as that policy is stated in the Department of Medical Education Policy and Procedure Manual for House Officers.

8. **TERMINATION/DISMISSAL/RESIGNATION:**
   A. The Hospital reserves the right to terminate a Resident from this program and other benefits in the event of (1) a breach of this agreement by the Resident; or (2) failure to meet standards of performance (refer to “Evaluation and Advancement of Resident Physicians” policy); or (3) an unprofessional act committed by the Resident. The Hospital may terminate the Resident for cause, if a fair hearing process has substantiated the cause.
   
   B. The Hospital may suspend the Resident when, in its opinion, acts by the Resident have caused or have the potential to cause injury to a patient or employee, or are disruptive of the Hospital operation or residency program.
   
   C. In the event that either the Resident intends to give notice of resignation, that party shall do so by giving any such notice (which notice shall be in writing to the Program Director of the Hospital's Residency Program, in either personal letter or "Employee Resignation Notice" format, sent in strict compliance with the notice provision stated in Section XX) no less than ninety (90) days prior to the end of the Program year, unless otherwise agreed to in writing by the Hospital and the Resident. Any verbal, electronic or other non-written communication shall not constitute sufficient notice under this Section, except that Resident understands and agrees that any such communication made by him or her may be relied upon by the Hospital and cause the Hospital to seek to fill the position, to the detriment of the Resident. Any failure to comply with the provisions of this Section may result (in addition to the remedy referenced above) in the Resident jeopardizing (1) his/her good standing with the Program and/or (2) his/her eligibility for rehire.

9. **COMPLETION OF PROGRAM:**
   A. Certification of graduation from his/her respective program will be contingent upon the Resident having, on or before the date of completion, satisfactorily complete all program requirements, return all Hospital property, complete all records and settle his or her financial obligations.
   
   B. A Check Out Form, which is obtained from the Department, must be completed prior to leaving.

10. **OTHER PROVISIONS:**
    A. **Books and Records:**
    All records relating to Resident's services hereunder shall be and remain the property of the Hospital.
    
    B. **Program Reduction:**
    In the event the Hospital chooses to close or reduce the number of Residents in its sponsored programs United Health Services Hospitals will: (A) whenever possible, fulfill its commitment to Residents already training in its programs and not terminate Residents in good academic standing prior to completion of their training; and (B) minimize any negative impact of GME reductions or program closures on the Residents and on the quality of their education programs.
    
    C. **Agency:**
    This Agreement does not constitute the appointment of the Resident as the agent or legal representative of the Hospital for any purpose whatsoever. The Resident is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Hospital or to bind the Hospital in any manner or thing whatsoever.
D. Assignment:
Resident may not assign or subcontract any of his or her responsibilities under this Agreement without the express prior written consent of the Hospital. The Hospital may assign this Agreement to its successor without the consent of the Resident in the event of a merger, consolidation, acquisition, or corporate reorganization.

E. No Third Party Beneficiaries:
Nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the parties to this Agreement.

F. Governing Law:
This Agreement shall be construed in accordance with the laws of the State of New York.

G. Compliance With Law:
Notwithstanding any other provision in this contract, the Hospital remains responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations. Further, the Resident warrants that he or she is (i) not excluded from a federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act (see the OIG of the Department of Health and Human Services list of Excluded Individuals/Entities at http://www.oig.hhs.gov/FRAUD/exclusions/listofexcluded.htm); (ii) not debarred by the FDA under 21 U.S.C. 335a (see the FDA Office of Regulatory Affairs Department List at http://www.fda.gov/ora/compliance_ref/debar/); and (iii) otherwise not excluded from contracting with the federal government (see the Excluded Parties Listing System at http://epls.arnet.gov). This shall be an ongoing representation and warranty during the term of this agreement, and the Resident shall immediately notify the Hospital of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the Hospital right to terminate this agreement immediately for cause.

H. Visa Holders:
The Resident’s employment shall not commence and the Resident Agreement shall not be effective until the Resident produces a Visa allowing employment. It is the responsibility of the resident to assure these documents are renewed annually. Failure to comply with this may result in nullification of residency contract.

I. Notice:
Notices given hereunder shall be deemed adequate if hand-delivered or sent post prepaid, certified mail return receipt requested, addressed to the respective party at the addresses which follow or to such other addresses each may hereafter designate in writing:

United Health Services Hospital, Inc.  RESIDENT
Medical Education Department (Resident name)
33-57 Harrison Street
Johnson City, NY 13790

J. Severability and Supervening Law:
The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. In the event that any law, or applicable administrative rule or regulation, including but not limited to the Medicare or Medicaid regulations (the "Laws") shall render the performance of any service hereunder impossible or in violation of any such Laws, the Hospital and the Resident agree that, to the extent possible and consistent with the intent of the foregoing Agreement, Resident services hereunder shall continue to be performed in accordance with said Laws.
K. **Entire Agreement and Amendments:**
This Agreement constitutes the entire Agreement between the parties as to the services hereunder, and supersedes any previous Agreements, whether written or oral. The parties may amend this Agreement by mutual consent provided that any such amendment shall be in writing and signed by both parties. This Agreement may be signed in two or more counterparts, any one of which need not be executed by more than one party hereto, but all of which shall constitute one and the same instrument.

The Resident's execution of this agreement indicates that he/she previously reviewed a description of the Hospital's Program, including a specific description of educational and training responsibilities and a sample schedule, and that he or she agrees to be bound by those responsibilities and schedule, as well as by each of the terms set forth herein.

Signed:

______________________________          ______________________
Rajesh Davé, MD       (Resident name)
Executive Vice President/Chief Medical Officer
United Health Services Hospitals, Inc.

Date: _______________          Date: _______________

______________________________
Shari Nichols, DPM
Program Director, Podiatric Residency Program

Date: _______________