

JACOBI MEDICAL CENTER CONTRACTUAL AGREEMENT

House Officer Agreement, dated as of **July 1, 200** between Jacobi Medical Center of the New York City Health and Hospitals Corporation (“HHC”), a Public Benefit Corporation organized under the laws of the State of New York, **Jacobi Medical Center** and, _____, **MD**,

A. TERMS OF APPOINTMENT

In consideration of the mutual promises set forth in this agreement, the Medical Center hereby offers and the House Officer hereby accepts a term of appointment of 12 months as a **–Intern PGY 1** year post graduate level in the **Department of Pediatrics** beginning on, **July 1, 200** and ending on **June 30, 200** unless earlier terminated as set forth herein.

B. STIPEND; BENEFITS

1. The House Officer shall receive a stipend at the annual rate of **\$56,974 + \$2,900 (meal allowance)**, **totaling \$59,874**, payable in arrears in biweekly installments by check.
2. The House Officer shall be entitled to receive fringe benefits of the types and in the amounts specified by the Committee of Interns and Residents (“CIR”) contract with the New York City Health and Hospitals Corporation (“HHC”). Further information about the following benefits currently available to House Officers is set forth in the following sections of the documents identified below:

Leave of Absence Policy covering vacation:	CIR Contract, Art. V, Sect. 1;
Leave of Absence Policy covering Professional Leave of Absence:	CIR Contract, Art. V, Sects 7 & 8;
Leave of Absence Policy (general):	CIR Contract, Art. V, Sects.5 & 8;
Parental Leave of Absence Policy:	Employee Handbook - Family and Medical Leave Act;
Sick Leave Benefits	CIR Memorandum
Professional Liability Insurance Policy:	CIR Contract, article XIII;
Disability and Health Insurance Policy:	CIR Contract Article X, sect. 2-4, & CIR House Staff Benefits Plan;
Counseling - medical and Psychological Support Service Policy:	CIR House Staff Benefits Plan
Conditions for Living Quarters, Meals and Laundry Policy:	CIR Contract, Art. XI, sct.1,15 &19

C. REQUIREMENTS FOR APPOINTMENT; HOUSE OFFICER REPRESENTATIVES

1. As a condition precedent to appointment, the House Officer must meet all of the following requirements prior to the commencement of the term of appointment, or this agreement shall be null and void:
 - a. He/She shall graduate from a medical school offering a medical program accredited by an accrediting organization acceptable to the New York State Education Department;

- b. He/She shall provide the Medical Center with all credentialing information which the Medical Center shall require him/her to provide, including but not limited to, medical school diploma and transcript;
 - c. If he/she is not a citizen of the United States, he/she shall obtain a valid visa or other appropriate authorization to work in the United States and a House Officer during the terms of this Agreement, which authorization shall be acceptable to the government agencies having jurisdiction there over;
 - d. He/She shall have satisfactorily completed all requirements of the training program in which he/she is enrolled for the preceding academic year.
2. The House Officer 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 involving moral turpitude, nor has any malpractice action commenced against him/her, except as he/she previously disclosed in writing to the Medical Center, acknowledges that this House Officer Agreement is expressly conditioned upon the truth and accuracy of the foregoing representatives; and agrees promptly to disclose any such actions, investigations, proceedings, convictions or pleas to the Medical Center on an ongoing basis.

D. HOUSE OFFICE RESPONSIBILITIES

The House Officer agrees to fulfill obligations and responsibilities:

1. To follow all administrative policies, procedures, rules and regulations of the Medical Center as the same may hereafter be modified and/or by the Board of Trustees.
2. To perform the duties and obligations of a House Officer to the best of his/her ability, provide clinical services commensurate with his/her level of advancement and responsibilities, carry out assigned patient care and other responsibilities and do everything possible to protect and promote the health and safety of patients at the Medical Center;
3. To comply with the instructions and directions of the Administration of the Medical Center, the Chairman of the Department, the members of the Attending Staff of the Medical Center under whose supervision the House Officer may be from time to time, and senior members of the Department.
4. Not to bill Medical Center patients or accept payments or gratuities from Medical Center patients for the rendering of professional services.
5. To adhere to his/her delineation of privileges and any other guidelines or restrictions imposed on the professional activities of post-graduate medical trainees at the Medical Center, and to endeavor all times to perform only those specific treatments and procedures that he/she has been authorized in writing by Director of Training or Medical Center Department to perform.
6. To obey and adhere to all applicable state, federal and local laws, as well as the standards of applicable regulatory, licensing and accreditation bodies, including the Joint Commissions for the

Accreditation of Health care Organization (“JCAHO”) and the Accreditation Council for Graduate Medical Education (“ACGME”);

7. To participate fully in the educational and scholarly activities of the Department’s graduate Medical education resident training program (hereinafter referred to as the “Program”) and satisfactorily fulfill the educational requirements of the Program;
8. To maintain cooperative relationships with other House Officers, members of the Attending Staff and Medical Center Employees, and to avoid disruptive behavior which could potentially have adverse impact on patient care;
9. To cooperate fully with all Medical Center, departmental, ACGME or Residency Review Committee (“RRC”) surveys, reviews, peer review and quality improvement activities and to provide all information requested by such bodies;
10. To strictly abide by the ethics of his/her profession, and avoid acts and omissions constituting professional misconduct under state licensing laws and regulations;
11. To maintain the confidentiality of patient clinical information;
12. To complete all required patient care records in a thorough, professional, accurate and timely fashion, and to complete such other documentation as required by the Medical Center, department, RRC, or ACGME;
13. To achieve full and unrestricted licensure in New York State as soon as possible under New York State Law;
14. **To comply and keep current with all health requirements and standards for hospital employees imposed by New York State Law and by the Medical Center, including submission to a post-offer, pre-appointment physical examination and submission of evidence of required immunizations.**

THE HOUSE OFFICER ACKNOWLEDGES THAT FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS “SECTION D” SHALL CONSTITUTE GROUNDS FOR DISCIPLINARY ACTION.

E. MEDICAL CENTER RESPONSIBILITIES

The Medical Center agrees to fulfill the following obligations and responsibilities;

1. To provide a suitable environment for the medical educational experience;
2. To provide a training program which meets the standards of the essentials of an approved program of the Internship/Residency Council for Medical education of the American Medical Association;
3. To provide a stipend and benefits as set forth in the Agreement.

F. TERMS AND CONDITIONS OF APPOINTMENT

1. The Administration and/or the Chairman of the Medical Center Department shall have the right, at any time and without advance notice, in their sole discretion, to change the House Officer's assignment without liability of any kind, provided the transfer complies with the essentials of an approved Internship/residency training program of the appropriate specialty Board;
2. The hours of duty and direction of the House Officer's assignments shall be determined by the University Chairman, Chairman of the Medical Center Department and his/her designee.

G. PROFESSIONAL ACTIVITIES OUTSIDE OF PROGRAM

The House Officer shall not engage in any employment outside the medical Center, paid or unpaid, in the PGY-1 year. After the PGY-1 year is completed, moonlighting is permitted subject to the terms specified in the CIR Contract, Article VII, Section 5. Notwithstanding receipt of prior written approval, the House Officer warrants that he/she will under no circumstances engage in any outside employment if, by doing so, he/she will thereby (i) violate the restrictions imposed by New York State Law on the working hours of post-graduate medical trainees, or (ii) render himself/herself ineligible to work his/her scheduled hours at the Medical Center.

H. PHYSICIANS IMPAIRMENT AND SUBSTANCE ABUSE POLICY

The House Officer shall abide by the Policy on Physicians Impairment and Substance Abuse, a copy of which is set forth in the CIR Contract, Article XV, and the medical Center Employee Handbook.

I. TERMINATIONS

1. The parties have entered into this agreement in good faith and acknowledge their respective ethical and legal obligations to fulfill this agreement until its expiration date. Neither party shall terminate this agreement prior to its expiration date except for "Cause" for the Medical Center to terminate this agreement, which shall include, but not limited to, a breach of any provision of this agreement by the House Officer.

J. GRIEVANCE; GENDER/SEXUAL HARASSMENT

1. Grievances by the House Officer concerning disciplinary actions which may harm his/her professional training shall be resolved in accordance with the Grievance Procedure for the House staff set forth in the CIR Contract, article XIV.
2. Complaints of gender or Sexual Harassment shall be resolved in accordance with the Policy Statement on Sexual Harassment set forth in the HHC Policy distributed at the Medical Center orientation.

K. REAPPOINTMENT; PROGRAM CLOSURE OR REDUCTION

1. The duration of this Agreement is for a term of 12 months. Reappointment shall be in the sole discretion of the University Chairman of the Department and is contingent upon several factors, including but not limited to: full compliance with the terms of this Agreement, satisfactory completion of all training components, satisfactory performance evaluations, the availability of a position, closure or reduction in the size of the Program and furtherance of the Medical center's objectives.

2. When non-reappointment is based on the House Officer's performance or breach of this agreement, it shall be subject to the Grievance Procedure for House Staff.

3. The Medical center shall inform House Officers of a program's closure or reduction in the size, as soon as possible after the decision to close or reduce the size of the program is made and shall afford any House Officers who are displaced by such closure or reduction reasonable assistance in identifying a program in which they can continue their education (also see CIR Contract, Article VI,(Section 5).

L. MISCELLANEOUS

This Agreement contains the whole understanding of the parties and supersedes all prior oral or written representation. It may be modified only by written agreement signed by both parties.

(PLEASE SIGN ON BOTH LINES PROVIDED TO VALIDATE YOUR CONTRACT).

Date: _____ *Signature* _____
 (HOUSE OFFICERS SIGNATURE)

Date: _____ *Signature* _____
 (HOUSE OFFICERS SIGNATURE)