

**THE BROOKDALE HOSPITAL MEDICAL CENTER
ONE BROOKDALE PLAZA
BROOKLYN, NEW YORK 11212**

AGREEMENT made this _____ day of _____, 200__, between BROOKDALE HOSPITAL MEDICAL CENTER, a not-for-profit Hospital corporation, hereinafter referred to as the "Hospital" or "Medical Center" and _____, M.D., hereinafter referred to as the "Resident". In consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

A. Term of Appointment

- 1.1 The Resident agrees to accept appointment at the Hospital as a _____ year Resident in _____ for a period of one (1) year commencing _____ and ending _____ unless otherwise terminated as hereinafter provided.
- 1.2 This Agreement is conditioned upon the approval by the Hospital of documentation which shall be submitted by the Resident concerning his education, licensure and, if applicable, visa status.
- 1.3 Conditions for Reappointment - Housestaff will be reappointed based upon satisfactory completion of their previous year of training.

B. Compensation

1. The Resident shall receive a stipend at the annual rate of \$ _____, payable in arrears in biweekly installments by check to be picked up by the Resident at the Hospital. The Hospital shall deduct, if applicable, social security, federal, state and city withholding taxes, unemployment & disability insurance, workers' compensation.
2. The Resident shall be entitled to receive fringe benefits of the types and in the amounts specified by Hospital policy. The Hospital has the authority and reserves the right in its sole and absolute discretion to add, modify, delete, or substitute benefits from time to time during the course of this Agreement, as it may see fit. Further information about the following benefits currently available to Resident is set forth in the House Staff section of the Brookdale Manual entitled "Hospital Policies and Procedures for Attending and House Staff" (hereinafter referred to as the "House Staff Manual"). The House Staff manual also contains the hospital policies on: Leave of Absence (covering personal/medical, family/medical and child care leave and effect of leave on satisfactory completion of program), Vacation, Sick Leave Benefits, Professional Liability Insurance (including Tail Coverage), Disability and Health Insurance, Counseling, Medical and Psychological Support Service and

conditions for Living Quarters, Meals and Laundry. All such policies are subject to change at the discretion of the Hospital.

C. Requirements for Appointment; Resident Representations

1. As a condition precedent to appointment, the Resident 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 the Liaison Committee on Medical Education or the American Osteopathic Association or registered with or accredited by an accrediting organization acceptable to the New York State Education Department; or from a foreign medical school (RFMS”), and shall have been certified as having successfully satisfied the examination requirements of the Educational Commission for Foreign Medical Graduates (“ECFMG”), the United States Medical Licensing Examination (“USMLE”) or any predecessor or successor examination, and, with the exception of individuals eligible for licensure under N.Y. Education Law 6528, have completed the clinical component of a program of medical education which (1) included no more than twelve weeks of clinical clerkships in a country other than the country in which the medical school is located, or (2) included clinical clerkships of greater than twelve weeks in a country other than the country in which the medical school is located if the clinical clerkships were offered by a medical school approved by the New York State Education Department for the purposes of clinical clerkships;
 - b. He/she shall provide the Hospital with all credentialing information which the Hospital shall require him/her to provide, including but not limited to medical school diploma or transcript, and, **where applicable**, currently valid New York State or other licenses or permits to practice medicine, ECFMG Certificate or Fifth Pathway Certificate;
 - 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 during the terms of this Agreement, which authorization shall be acceptable to the governmental agencies having jurisdiction thereover. If the visa status changes during the term of this contract, this contract shall automatically terminate;
 - d. He/she shall have satisfactorily completed all requirements of the training program in which he/she is enrolled for the preceding academic year.
 - e. 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 involving moral turpitude, nor has any malpractice action commenced against him/her, except as he/she has previously disclosed in writing to the Hospital;

2. 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.

D. Resident Responsibilities

The Resident agrees to fulfill the following obligations and responsibilities:

1. To follow all administrative policies, procedures, rules and regulations of the Hospital, as the same may hereafter be modified and/or amended, as determined by the Hospital, including its Corporate Compliance Program, Standard of Excellence, Code of Conduct. By signing this contract, the Resident acknowledges having received, read, and understands the above referenced policies, by-laws rules and regulations, the resident handbook/policy and procedure manual ;
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 to provide safe, effective and compassionate care, carry out assigned patient care and other responsibilities and do every thing 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 Hospital, the Senior Vice President for Medical Affairs & Chief Medical Officer, the Chairman of the Department, the members of the Attending Staff of the Hospital under whose supervision the Resident may be from time to time, and more senior members of the Department.
4. Not to bill Hospital patients or accept payments or gratuities from Hospital 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 Hospital, and to endeavor at all times to perform only those specific treatments and procedures that he/she has been authorized in writing by the Department Chairman 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 Healthcare 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, Nursing Staff and Hospital employees, and to avoid disruptive behavior which could potentially have an adverse impact on patient care;
9. To cooperate fully with all Hospital, 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 and Hospital business information;
12. To complete all required patient care records in a thorough, professional, accurate and timely fashion, and to complete such other documentation as may be required by the Hospital, Department, RRC or ACGME;
13. To achieve full and unrestricted licensure in New York State as soon as possible under New York State Law; and
14. To comply with all health requirements and standards for hospital employees, imposed by New York State and local law and regulations and by the Hospital, including submission to post-offer pre-appointment physical examination and submission of evidence of required immunizations. The Resident acknowledges that failure to comply with any of the provisions of this Section D shall constitute grounds for disciplinary action, including termination.
15. Report immediately to the Hospital’s Office of Legal Affairs & General Counsel any inquiry by any private or government attorney or investigator or any inquiry by any member of the press. The Resident agrees not to communicate with any inquiring attorney or investigator or any members of the press except merely to refer such attorneys, investigators and the press, to the Senior Vice President for Legal Affairs & General Counsel.

E. Hospital Responsibilities

The Hospital 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 Internship/Residency of the Accreditation Council for Graduate Medical Education of the American Medical Association; and
3. To provide a stipend and benefits as set forth in this Agreement.
4. Counseling and Psychological Support Services - Counseling and psychological support services support services will be available on an as needed basis.
5. Through the Program Director, evaluate the educational and professional achievement and progress of the Resident on a regular and periodic basis; a written summary of this evaluation shall be presented to and discussed with Resident at least once during each six-month period.

F. Terms and Conditions of Appointment

The Resident agrees to the following terms and conditions of appointment:

1. The Administration and/or the Chairman of the Department shall have the right, at any time and without advance notice, in their sole discretion, to change the Resident 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; and
2. The hours of duty and direction of the Resident assignments shall be determined by the Chairman of the Department or his/her designee in accordance with New York State and local law and regulations on the working hours of post-graduate medical trainees.

G. Professional Activities Outside of Program

The Resident shall not engage in any employment outside the Hospital, paid or unpaid, except upon prior written approval from the Program Director, Chair of Service or President of the Hospital. All outside employment will be subject to terms, conditions and restrictions set forth in such written approval. Notwithstanding receipt of prior written approval, the Resident warrants that he/she will under no circumstances engage in any outside employment if, by so doing, 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 Hospital. Any Resident permitted to engage in outside

employment shall report to the Program Director, Chair of Service or President of the Hospital, in writing and as required, the total of all hours worked outside the Hospital.

H. Physician Impairment and Substance Abuse Policy

The Resident shall abide by the Policy on Physician Impairment and Substance Abuse, a copy of which is set forth in the House Staff Manual.

I. Termination

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. The Agreement shall terminate by, a breach of any provision of this Agreement by the Resident.
2. If this Agreement is terminated by the Hospital prior to its expiration date, the Hospital will submit an explanatory statement to the council on Medical Education. The Resident may also submit an explanatory statement to said Council. Such statements shall be available to inquirers at the discretion of the A.M.A.

J. Grievances; Gender/Sexual Harassment

1. Grievances by the Resident concerning disciplinary actions which may harm his/her professional training shall be resolved in accordance with the Corporate Compliance Program. The Resident acknowledges that this policy is his/her sole and exclusive remedy and that he/she is not entitled to the due process procedures set forth in the Medical Staff By-Laws.
2. Complaints of gender or sexual harassment shall be resolved in accordance with the Policy Statement on Sexual harassment set forth in the House Staff Manual and in the Standard of Excellence Code of Conduct.

K. Reappointment

1. The duration of this Agreement is for a term not to exceed 12 months. Resident shall be advised seven and one half months in advance of the decision to promote. Reappointment shall be in the sole discretion of the 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 Hospital's objectives.
2. When non-reappointment is based on reasons other than the Resident performance or breach of this Agreement, it shall be subject to the Grievance Procedure for House Staff. When non-reappointment is based on the House Officer's

performance or breach of this Agreement, it shall be final and not subject to the Grievance Procedure for House Staff.

L. Program Closure or Reduction

The Hospital shall inform Resident of a projected closure or reduction in the size of the Program as soon as practicable after the decision to close or reduce the size of the Program is made and shall use reasonable efforts to afford any Residents who are displaced by such closure or reduction reasonable assistance in identifying a program in which they can continue their education.

M. 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.

To The Hospital:

The Brookdale Hospital Medical Center
One Brookdale Plaza, Brooklyn, New York 11212-3198
Attention: Richard J. Fogler, MD, Senior Vice President
for Medical Affairs & Chief Medical Officer

With copy to:

Brookdale Hospital Medical Center
Office of Legal Affairs
One Brookdale Plaza, Brooklyn, New York 11212

To The Resident:

N. Fellows/Interns

Whenever the term "Resident" is used in this Agreement, it shall be interpreted to refer to an intern or fellow as well.

O. 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.

P. Miscellaneous

1. This Agreement contains the whole understanding of the parties and supersedes all prior oral or written representation. It may be modified only by a written agreement signed by both parties. This Agreement shall be governed in all respects by the laws of the State of New York, without regards to its conflict of law provisions.
2. Allow the Hospital to obtain from and provide to all proper parties any and all information as required or authorized by law or any accreditation body, and the Resident covenants not to sue the Hospital, its Officer, Directors, or other personnel.

Date: _____

(Resident)

Date: _____

By: Richard J. Fogler, MD
Senior Vice President for Medical Affairs
& Chief Medical Officer