

HOUSE STAFF APPOINTMENT AGREEMENT

between

THE SARATOGA HOSPITAL

and

[_____]
(the “Resident”)

1. Appointment Term: The Resident is appointed to the position of PGY-_____ on the House Staff of The Saratoga Hospital (“SH”) for the term of _____ through _____.

2. Applicable Regulations: This appointment is subject to the bylaws of SH and of its Medical Staff, as well as any rules, regulations, policies and procedures promulgated under those bylaws and any applicable federal, state and local accreditation requirements, laws and regulations. In support of a safe, drug free workplace, criminal background checks and drug testing are part of SH’s hiring process. Copies of all SH’s rules, regulations, policies and procedures are available to the Resident.

3. Program: SH will provide a training program in accordance with the “Essentials of Accredited Residencies” adopted by the Accreditation Council for Graduate Medical Education and published at www.acgme.org.

4. Resident Responsibilities:

(a) Patient Care Under Supervision: The Resident will provide safe and appropriate patient care as required by the training program, under the general supervision of the Program Director and at a level of achievement consistent with the standards set by the Resident’s Department.

(b) Compliance: The Resident will at all times act in conformity with all federal, state and local laws and regulations and SH policies and procedures applicable to the practice of medicine, operation of medical facilities and provision of services under this Agreement.

(c) Rotations: While assigned to rotation at affiliated hospitals or practice sites, the Resident will comply with the educational and clinical policies and regulations in effect at each such affiliated hospital or site.

(d) Medical Records: The Resident will complete in a timely fashion the medical records which are the Resident’s responsibility and hereby attests that the Resident will make every effort to write legibly; use abbreviations that are clear, unambiguous and approved; co-sign all telephone and other verbal orders as soon as possible, and in all circumstances within 48 hours; date and time all entries and identify him- or herself, using the Resident’s identification

number, in all entries made in the medical record; and identify supervising attending physicians for all patient care, including consultations.

(e) Defense of Claims; Professional Liability Insurance: The Resident agrees to cooperate with the investigation and defense by SH and its insurance program or carrier of any incident, claim or lawsuit which may arise in connection with patient care activities taking place during the term of this appointment or in which the Resident may be involved, whether or not the Resident is a named defendant. In the event that the Resident is served with any summons, subpoena or other legal process, request or demand pertaining to SH, or any of its constituent entities or their respective officers or employees, or in any manner pertaining to the Resident's activities authorized by this Agreement, the Resident will promptly notify the SH Risk Management Department. The Resident will be covered on an occurrence basis under the self-insurance program of SH for claims arising out of duties performed within the scope of the Resident's employment at SH. While on rotation at any affiliated hospital or practice site, the Resident will be subject to the coverage noted above or the insurance coverage, policies and programs in effect at such affiliated hospital or practice site according to the institutional affiliation agreement then in place between such hospital or practice site and SH. The parties' obligations as set forth in this Section 4(e) will survive the expiration or termination of the Resident's employment at SH.

(f) Work Hours, Including Dual Employment: The Resident's employment will encompass the Resident's entire professional effort and, as such, the Resident's participation in any professional activities outside of SH will require approval in advance by the Resident's Program Director. The Program will not require "moonlighting," and will not permit same in absence of such advance approval. Additionally, the Resident is prohibited from working additional hours as a physician rendering patient care services elsewhere if such dual employment would cause the Resident to exceed the maximum number of work hours permitted by any accreditation requirement or regulation. Any failure to comply with this Section 4(f) will be deemed a material breach of this Agreement, and may cause the Resident to be subject to disciplinary action, up to and including termination. The Resident is required to follow all SH Resident policies for compliance with ACGME and New York State "Part 405" Duty Hour Regulations. This includes obtaining prospective, written permission that discloses the number of hours devoted to such activity in advance of any proposed employment outside of SH and retrospective monitoring by the Residency Program of the number of hours devoted to such activity.

5. Compensation and Benefits: The Resident's salary will be established at the annualized rate of \$ _____, payable bi-weekly. If the Resident accepts an assignment during which the Resident is paid by another institution, or by a grant or a fellowship, the Resident will not be entitled to a salary from SH for that period. Benefits and services currently available to the Resident are described below. Such benefits and services as are covered by SH's employee benefit plan, as amended from time to time, shall generally be the same as those available to other full-time SH employees and shall be at all times subject to the terms and provisions of that plan.

(a) Medical, Dental and Vision Insurance: The Resident is eligible for individual or family medical, dental and vision insurance programs offered to SH employees

under SH's group plans, with coverage commencing on the first day of employment. Any applicable premiums for which the Resident will be responsible will be paid by the Resident by payroll deduction. If the Resident waives participation in SH's medical insurance benefit coverage, the Resident must provide proof of alternative medical insurance coverage and maintain such coverage throughout the term of this Agreement.

(b) Other Benefits:

(i) The Resident is eligible for the following additional benefits in accordance with the SH Employee Handbook and other policies and procedures and applicable New York State law, as in effect from time to time: New York State Disability benefits, supplemental short-term disability benefits, long-term disability insurance, life insurance, 403(b) Plan, Employee Assistance Program, uniforms and laundry services, free parking in any SH parking lot or garage in an area so designated, meal discounts/allowance, on-call rooms with housecleaning services, and use of lockers at SH.

6. Leave Policies:

(a) General: The Resident is eligible for paid leave time (e.g., vacation, sick leave, family and medical leave, personal days, holidays) in accordance with the SH Employee Handbook and other policies and procedures and applicable New York State law, as in effect from time to time.

(b) Professional Leave: House staff presenting at a conference or attending a conference required by their program will be permitted time for these activities and will not have this time deducted from paid vacation leave. If a Resident chooses to attend a conference where they are not presenting or mandated to attend, whether or not this is deducted from paid vacation leave will be determined at the discretion of the Program Director and based on program/educational needs and ACGME/ABMS requirements. House staff may be allotted up to five (5) days in total for professional interviews during their training program. This time away must not interfere with specialty board requirements and is at the discretion of the Program Director.

(c) In General: All leaves must be reviewed by the Resident's Program Director to determine the effect of the leave on satisfying the criteria for completion of the residency program and on eventual board eligibility.

7. Policies:

(a) Credit: Credit for completion of the Program year, and certification of completion of a terminal Program year, will be contingent upon satisfactory performance in accordance with the requirements of the Resident's Department, Division or Program, as well as with applicable ACGME Program, Common Program and Institutional Requirements.

(b) Term: The term of this Agreement and the Resident's appointment will not exceed one (1) year; provided, however, that if the Resident is designated as "PGY-1" in Section 1 hereof, the term of this Agreement and the Resident's appointment will be as specified in Section 1 in order to accommodate the Resident's initial orientation activities. Appointment

for a subsequent Program year (“renewal”) will be at the discretion of SH and the Program, and will be contingent upon satisfactory completion by the Resident of all applicable requirements, including without limitation execution of a new House Staff Appointment Agreement.

(c) Renewal and Promotion: Decisions regarding promotion and/or renewal will generally be communicated in writing at least four (4) months prior to the expiration of this Agreement. If the primary reason for any non-renewal or non-promotion occurs within the four (4) months prior to expiration of this Agreement, the Resident will be given as much advance, written notice as is reasonably possible, under the circumstances, prior to such expiration. The Resident must adhere to the requirements for taking and passing USMLE III as outlined in the House Staff Handbook.

(d) Discipline - Suspension and Termination: The Resident may be subject to disciplinary action, up to and including suspension and/or termination by SH, in accordance with its Disciplinary and Dismissal policies, or for breach of the terms of this Agreement by the Resident, or for other reasonable cause.

(e) Grievances and Appeals: If the Resident believes that he or she is being treated in a manner that is inconsistent with the treatment of other residents, or if the Resident wishes to challenge an appealable adverse decision made by the Resident’s Program Director, the Resident may elect to appeal the matter to the Graduate Medical Education Council (GMEC). All such appeals shall be subject to the limitations and other provisions set forth in SH’s Resident Policy on Grievances and Appeals.

(f) Invention and Patent Rights: As a condition of employment, the Resident assigns to SH full title to all inventions and discoveries and all patent rights created or disclosed by the Resident during such employment, unless such assignment is waived in writing by SH in accordance with the provisions contained in its institutional patent policy; and the Resident agrees to promptly disclose the existence of all such inventions and rights and to execute such assignments and other documents as SH may require and to otherwise cooperate in SH’s efforts to prosecute or protect its interest therein.

(g) Substance Abuse: It is the policy of SH that the unlawful manufacture, distribution, sale, dispensation, possession or use of any drug or alcoholic beverage is prohibited in the workplace and the classroom. Residents must not report for duty while impaired in any manner by any substance or while under the influence of any illegal drug or any alcoholic beverage or other intoxicant. Any resident who fails to abide by this policy will be subject to corrective action up to and including termination in accordance with Human Resources Policies. Such corrective action may be subject to mandatory reporting to the state and/or federal authorities.

(h) Sexual, Gender and Other Forms of Harassment: Any resident who believes he or she is being harassed by an employee of SH or any of its affiliated entities, or anyone on SH’s premises, should report such harassment to the Resident’s immediate supervisor or to the Human Resources Department. Any employee who is found by SH to have harassed an employee, student or applicant will be subject to corrective action, up to and including discharge.

(i) Accommodation for Disabilities: SH will provide reasonable accommodations to otherwise qualified residents with known disabilities to the full extent required by applicable state and federal law.

8. Non-Exclusion:

(a) As an additional condition of the Resident's appointment and employment, the Resident warrants and covenants that the Resident is and will remain qualified to participate fully as a resident in the provision of services supported by any and all federal and state sponsored or funded health care and research programs; that neither the Resident nor any entity in which the Resident has or had a controlling or ownership interest has ever been sanctioned or excluded by such a program; and that neither the Resident nor such an entity has ever withdrawn voluntarily or involuntarily from such a program in settlement of government allegations or in order to avoid such sanctions or exclusion, or any civil or criminal proceeding relating to such programs.

(b) The Resident further warrants that the Resident is not now and never has been included on the FDA or any other federal or state debarment list or similar exclusion mechanism, and that the Resident's privileges or eligibility to engage in human subject research or other research have never been voluntarily or involuntarily suspended, limited or curtailed, whether by government, a research sponsor or a research institution. The Resident shall notify SH immediately upon learning of a past or pending investigation, suspension, limitation or exclusion from participation in any federal or state sponsored or funded health care or research program, whether directed at the Resident, SH or any entity in connection with the Resident's professional or other activities.

(c) The Resident shall also inform SH immediately in the event the Resident's staff or other privileges at any other medical facility are terminated, limited, curtailed or suspended, or are relinquished by the Resident; failure to do so within seven (7) days of notice to the Resident of such change in privileges shall effect an automatic termination of the Resident's appointment and employment effective the date such privileges are limited, curtailed, suspended or terminated. The Resident's appointment and employment shall terminate immediately upon the Resident's exclusion or suspension from, or a finding that the Resident is otherwise ineligible to participate in, a federal or state sponsored or funded health care program.

(d) The Resident agrees to indemnify and hold harmless SH and its affiliated entities, and their respective officers, directors and employees, for any and all claims asserted, costs, damages, losses and/or penalties assessed with respect to misrepresentations made or failure to disclose material information to SH regarding the Resident's authority to participate in federal and state sponsored or funded health care or research programs. This indemnification provision shall survive the termination or expiration of the Resident's appointment and/or employment at SH.

9. General Terms:

(a) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws

principles, and any action or other legal proceeding brought pursuant to or in connection with this Agreement by either party hereto shall be venued and maintained, except upon mutual written consent of such parties, within the County of Saratoga and State of New York.

(b) Third Parties: Unless and except as specifically provided herein, only the parties hereto shall have the right to enforce or benefit from the provisions of this Agreement, and no term or condition of this Agreement shall be deemed or construed to confer any direct or indirect right or benefit on any person or entity not a party to this Agreement.

(c) Entire Agreement: This document shall constitute the entire agreement between the Resident and SH, merges with and supersedes any previous or contemporaneous understandings, written or oral representations, terms or conditions by either party regarding the subject matter hereof, and shall not be modified, amended, revised, transferred, conveyed or assigned by either party except upon mutual written agreement signed by both parties.

(d) Counterpart Execution: This Agreement may be executed by the parties in multiple counterparts, and by the parties on separate counterparts; and all of such counterparts, taken together, shall constitute one and the same agreement.

RESIDENT

THE SARATOGA HOSPITAL

By: _____

Name:

Title:

Date: _____

Date: _____