



March 25, 2013

Dear ,

This letter ("Agreement") confirms your appointment as a member of the graduate house staff of Hospital for Special Surgery ("HSS" or "the Hospital"), beginning at the PGY1 level under the following terms:

Appointment

1. Your appointment to HSS's five-year Orthopaedic Surgery residency program will commence on June 10, 2013 and, unless terminated earlier as provided below, will renew on an annual basis at the end of each academic year. Provided this Agreement is renewed at the end of each academic year, this Agreement will terminate on or about June 30, 2018. Renewal at the end of each academic year is subject to and contingent on the terms and conditions set out in this Agreement as well as your satisfactory completion of the year's program as determined by a formal evaluation to be conducted by the Graduate Medical Education Council.

Compensation, Fringe Benefits and Employment Policies

2. Your annual stipend as a PGY1 Resident is \$54,886 and will be payable in biweekly installments, subject to standard payroll deductions applicable to HSS employees. A promotion to the next level of residency will include a pay increase to be determined at the discretion of the Hospital.
3. You will receive fringe benefits, including health and disability insurance, consistent with your category of employment, as described in materials the Human Resources and/or the Academic Training Department will provide to you during orientation. Your benefits will begin on June 10, 2013.
4. Should you apply for a leave of absence during your residency, such request will be considered on an individual basis by the Surgeon-in-Chief or the Surgeon-in-Chief's designee and in consultation with the Vice President of Human Resources. If the leave is approved, you will be advised as to the terms of the leave and what effect, if any, it may have on the criteria for completion of the residency program.
5. HSS will maintain medical malpractice insurance for you, for activities approved by HSS and the Surgeon-in-Chief that are within the scope of your employment as an HSS house staff officer. Such coverage also will provide legal defense and protection against awards from claims reported or filed after the completion of your graduate medical education if the alleged acts or omissions were within the scope of approved activities in the HSS orthopaedic surgery residency program (see paragraph 32 below). A certificate of insurance will be maintained in your file in the Academic Training Department.
6. You must comply with all HSS policies, including but not limited to the Hospital's Non-Discrimination and Anti-Harassment Policy and the policies of the Hospital's Corporate

Compliance Program. Copies of Hospital policies may be accessed on the Hospital's intranet and are available in the Academic Training Department.

7. HSS's policy on Inventions, Discoveries and Patents ("Patent Policy") applies to all of your research activities while employed at HSS. A copy of the Patent Policy is available in the Academic Training Department.
8. As a resident, it is mandatory that you live in Hospital housing, which the Hospital will provide to you. The housing fee will be deducted, pre-tax, in equal installments from the first and last paycheck of each month. You may also apply for garage space, and if it becomes available, the monthly garage fee will be deducted from your paycheck.
9. HSS abides by New York State law, Department of Health regulations, and all other requirements pertaining to working hours for graduate house staff. A copy of the HSS policy is attached to this Agreement. If you have any questions or concerns regarding working hours for graduate house staff, you should address them to the Academic Training Department.

Conditions for Reappointment

10. The Hospital will renew your appointment at the end of each academic year subject to your fulfillment of the terms and conditions set out in this Agreement and upon satisfactory completion of the year's program as determined by a formal evaluation to be conducted by the Graduate Medical Education Council.
11. The procedures for supervision, evaluation, discipline, grievances and due process for members of the graduate house staff, including residents, are included in the manual given to you during orientation and are also available in the Academic Training Department and on the Hospital intranet site. Information regarding the availability of counseling and supportive services is also included in the manual given to you during orientation and is also available in the Academic Training Department and on the Hospital intranet site.
12. The Hospital is entitled and retains the right, at any time and in its sole discretion, to suspend or dismiss you from the graduate house staff or otherwise to discipline you for violation of any provision of this Agreement and as provided in the House Staff Manual.
13. Your appointment may be terminated at any time by mutual consent of you and HSS.
14. In the event that your appointment is not to be renewed or that you are not to be promoted, if practicable, the Hospital will provide you with written notice of its decision in this regard no later than four months prior to the end of the then current academic year. If the primary reason(s) for the non-renewal or non-promotion occurs within the four months prior to the end of an academic year, the Hospital will provide you with as much written notice of its intent not to renew or not to promote you as circumstances reasonably allow.
15. You are entitled to implement the grievance and due process procedures (see attached policies), should you receive written notice either of intent not to renew your appointment or of intent to renew your appointment but not to promote you to the next level of training.
16. If your appointment is terminated, you will: (a) receive your stipend prorated to the date of termination less any sums you owe to HSS including but not limited to unpaid housing fees and garage fees; (b) immediately vacate any apartment and garage space provided to you by the Hospital; and (c) return to HSS all HSS property by the end of the day on which the termination takes effect. In such event, the Surgeon-in-Chief will recommend to the Hospital whether or not

to extend credit to you for your participation in the graduate medical education program, but neither he/she nor the Hospital is obliged to recommend that such credit be extended.

Curriculum Vitae, Medical License, and Other Requirements

17. You will provide promptly and accurately all information which HSS may request of you in connection with your professional and/or educational credentials, and during the term of this Agreement, you will provide the Academic Training Department promptly with all pertinent new information pertaining to the standards and requirements set out in this Agreement, including without limitation information pertaining to the provisions of Paragraph 21 below.
18. By July 1 of your PGY2 year, you must submit your completed application for a New York State license to practice medicine to HSS' Academic Training Department. HSS will pay the application fee. If you have not received your license by the end of August of your PGY2 year, you must contact the New York State Education Department concerning its status and notify the Academic Training Department. When you receive your license, you must immediately register it with the Academic Training Department. Failure to do so may result in your inability to continue in this program.
19. You are required to be ACLS certified at all times during your residency, and to provide the Academic Training Department with proof of certification when requested.
20. You hereby authorize HSS, its agents and employees to obtain from, inspect and provide to administrators and members of the medical staffs of hospitals, facilities and other appropriate organizations, any and all information as required or authorized by law or by any accreditation body or which is commonly shared among health care institutions, including information relating to you, your credentials and/or your employment history. You hereby release from liability and expressly covenant not to sue HSS or any of its trustees, officers, agents, employees, members of its medical staff or administrators for their acts performed in good faith and without malice in connection with obtaining, inspecting or providing such information.
21. You represent and warrant that you are not and have not been excluded from Medicare, Medicaid or any other governmental health care program and that you are not now under investigation that could lead to any such exclusion. You also represent and warrant that you are not in default with respect to repayment of any federal loans that may have been granted to you.

Program of Study

22. As a member of the graduate house staff, you shall develop a program of self-study and professional growth with guidance from the teaching staff; participate in safe, effective and compassionate patient care under supervision, commensurate with your level of responsibility; participate in institutional programs and activities involving the Hospital medical staff and institutional committees, especially those relating to quality assurance and patient care review activities, and apply cost containment measures wherever possible and consistent with appropriate patient care.
23. HSS will provide a training program that strives to meet and exceed the standards set forth by the Accreditation Council for Graduate Medical Education.
24. HSS will provide information relating to access to eligibility for certification by the relevant certifying board, including specialty board examinations.

25. You will be required to rotate to any affiliated institutions selected by and at the sole discretion of HSS. The call schedule and rotation schedule are subject to change.

Conduct and Adherence to Rules

26. You will be responsible to the Surgeon-in-Chief or the Surgeon-in-Chief's designee with regard to the professional care of patients, and to the President and Chief Executive Officer of the Hospital or his/her designee with regard to adherence to all non-clinical matters relating to HSS' policies and procedures.
27. You will perform all duties assigned to you to the best of your ability, maintain the standards of professional competence as determined by HSS and conduct yourself in a professional manner at all times.
28. Your professional activities shall be governed in accordance with the House Staff Manual, the relevant provisions of the Medical Staff By-Laws, the Medical Staff Rules and Regulations, and Hospital policies and procedures, including the Practitioner Health and Disruptive Physician policies. Copies of these documents will be provided to you at orientation and are available in the Academic Training Department.
29. If at any time you discover or have reason to believe that you are unable to perform your patient care duties in a reasonable manner, for any reason, you will advise the Surgeon-in-Chief immediately.
30. You will adhere to all policies, procedures, and practices pertaining to the Hospital and the graduate house staff established by the President and Chief Executive Officer of the Hospital and the Surgeon-in-Chief or their designees including but not limited to limitations on resident working hours as mandated by New York State law and by ACGME as well as policies and procedures designed to assure compliance with standards of The Joint Commission.
31. At all times you will maintain a proper professional appearance and a courteous and respectful attitude toward all patients, colleagues, employees, and visitors at HSS and at other hospitals/facilities to which you rotate or perform services on behalf of the Hospital.
32. If you, at any time, by action or inaction, commit or allow to occur, any action or course of action which HSS reasonably believes involves moral turpitude, or is inimical to patient care or the general welfare of the Hospital, HSS may suspend or terminate your service without prior notice.

Patient's Bill of Rights

33. HSS' patients are entitled to certain rights as set forth in the Patient's Bill of Rights and Responsibilities included in the House Staff Manual. You will honor and enforce these rights.

Limitation on Clinical Activities

34. You will perform only those clinical activities for which you are authorized by HSS' Medical Board and HSS' Board of Trustees in accordance with your credentials and specifically delineated privileges. You will not accept a fee of any kind for service to a patient. You will not participate in any medical practice or employment of any kind except as assigned to you by HSS at HSS, New York-Presbyterian Hospital, Memorial Sloan-Kettering, the Bronx V.A. Medical Center, or other affiliated institutions, except as authorized in writing by the Surgeon-in-Chief or HSS' President and Chief Executive Officer or in an emergency, as further provided in the HSS

policy relating to moonlighting. In the event that you require clarification in this regard, it is your obligation to seek whatever information you need before you perform any clinical services. Clinical activities performed by you outside of the scope of your duties as directed by HSS will not be covered by the medical malpractice insurance provided to you by HSS in your capacity as an HSS house officer, as further described in paragraph 5 above.

Health Requirements

35. You will abide by all New York State and New York City Department of Health and HSS health requirements, including the successful completion of an annual physical examination during each of your years on staff. You will satisfy any additional Hospital health requirements or inquiries and undergo such examinations as may be directed by the Hospital in the Hospital's sole discretion. Such examinations may include tests for drug use and/or alcohol abuse with or without prior notice to you.
36. Should you receive any summons, complaint, subpoena or court paper of any kind involving you in a legal action as an agent of the Hospital or requesting medical documentation or testimony, you will submit such document immediately to the Office of Legal Affairs (Risk Management) of the Hospital and will cooperate fully in discharging the responsibilities required thereafter.

Entire Agreement

37. This Agreement, including the attachments hereto, contains the entire understanding between the parties hereto and supersedes all prior agreements relating to the subject matter hereof. There are no oral understandings not set forth herein. This Agreement may be modified only by a written instrument executed by both parties and duly, expressly and specifically authorized by the Board of Trustees of the Hospital.

New York Law

38. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Withdrawal of Agreement

39. This Agreement shall be deemed withdrawn in the event it is not executed and returned to HSS Academic Training Department by April 8, 2013.

If the terms of this Agreement are satisfactory to you, please sign both of the enclosed copies of this letter under the words "Confirmed and Agreed" and return one copy to me in the enclosed envelope, whereupon this Agreement will be a binding agreement between you and HSS.

Sincerely,

Mathias Bostrom, MD
Program Director, Orthopaedic Surgery Residency

Thomas P. Sculco, M.D.
Surgeon-in-Chief

CC: Laura Robbins, DSW
Senior Vice President, Education & Academic Affairs
Designated Institutional Officer, Graduate Medical Education

Enclosures

- Work Hours Implementation & Monitoring Policy
- Moonlighting Policy
- Resident Evaluation/ Discipline/ Due Process Policy

Confirmed and Agreed

I hereby agree to all the terms and conditions set forth in this Agreement.

_____ Date: _____
Signature

Name printed