

August 2025

Dear Program Directors and Program Coordinators,

Attached are the following documents for the 2026 recruitment season:

- Sample copy of the Graduate Staff Agreement
- Sample copy of the 2025-2026 Salaries
- Sample of the NYPH Benefits Overview
- Leave of Absence Policy
- NYPH Visa Policy
- NYPH Eligibility, Selection, Recruitment, Appointment, Evaluation, Promotion, and Dismissal Policy
- NYPH Nepotism in the Workplace Policy

Please share this information with your applicants.

Sincerely,



Anna Cardinale  
Director, Office of Graduate Medical Education  
NewYork-Presbyterian Hospital

**The New York and Presbyterian Hospital**  
Weill Cornell Medical Center  
525 East 68th Street New York, New York 10021  
**Graduate Staff Member Agreement of Appointment and Employment for the**  
**Academic Year 2025-2026**

This Agreement between The New York and Presbyterian Hospital ("Hospital") and the undersigned ("Graduate Staff Member" or "GSM") is entered into for the 2025-2026 academic year, which is generally July 1, 2025 through June 30, 2026, but may begin earlier and end later if deemed necessary and approved by the Hospital.

This Agreement and any offer contained herein is conditioned upon GSM obtaining and providing documentation to the Hospital of applicable credentials including, but not limited to, any visas, certifications or diplomas and being qualified to apply for an appointment to the graduate medical staff of the Hospital and the Hospital approving such application.

Hospital offers and GSM accepts employment by the Hospital and appointment to the Graduate Staff under the following terms and conditions:

1. CLINICAL DEPARTMENT TRAINING PROGRAM: \_\_\_\_\_
2. GRADUATE STAFF LEVEL \*: \_\_\_\_\_
3. ANNUAL GROSS SALARY: \_\_\_\_\_
4. SUPPLEMENT FOR LIVING EXPENSES: \_\_\_\_\_
5. SUPPLEMENT FOR ACADEMIC ACTIVITIES: \_\_\_\_\_

\* Resident Level reflects the salary level at which this Agreement is offered. It may not correlate to the number of years after medical school.

\* Websites listed herein can only be accessed when onsite and with a CWID assigned.

## **6. HOSPITAL RESPONSIBILITIES**

During the term of this Agreement, the Hospital shall provide the following:

- A. **Professional Liability Coverage:** The Hospital shall provide GSM with adequate professional liability insurance that shall cover GSM while rendering professional services within the scope of his/her employment and appointment pursuant to this Agreement. Professional liability insurance for special rotations outside of the Hospital, including outside electives, is subject to the approval of the Program Director and the Graduate Medical Education ("GME") Office. In instances where the Program Director identifies such special rotations as being critical to the overall educational program, the Hospital may elect to extend professional liability coverage.
- B. **Amenities:** The Hospital shall also provide the GSM with uniforms, on-call rooms, and access to food and parking. Housing will be provided on such terms prescribed by the Hospital if such Hospital housing is available and GSM elects to reside in such available housing. The Hospital shall also provide such other support as shall be necessary to provide a safe and appropriate work and educational environment.

- C. **Benefits:** The Hospital shall provide the GSM with health insurance, life insurance, and disability income insurance as prescribed by the Hospital. Additional information regarding benefits is available on the workday website at: [My Workday](#)
- D. **Paid vacation:** GSM shall receive 20 days paid vacation. GSM are entitled to a Cultural Heritage Day that is a floating paid day off. The scheduling of these days shall be subject to the needs of the particular service and to adherence to specialty board eligibility requirements as determined by the Program Director.
- E. **Leave of Absence:** Leave (which shall include sick leave, bereavement leave, maternity/paternity, parental leave, or family leave) may be taken according to the Hospital policy on **Graduate Staff Leave of Absence**.
- F. **Extension of Training:** Leaves may affect the time required to satisfy criteria for program completion. Duration of training required for completion of the Program will be defined by the Program in conjunction with ACGME and specialty board requirements, as well as your individual progress.
- G. **Work Hours:** Resident duty hours and on-call schedules will conform to the requirements of the ACGME as well as applicable New York State regulations. The institutional policies regarding duty hours and fatigue are available here: [Clinical and Educational Work Hours Policy](#) and [Monitoring and Addressing Fatigue in Graduate Staff Policy](#). Program policies regarding duty hours are available in each department.
- H. **Counseling, medical, and psychological support services:** Counseling, medical and psychological support services are provided through the CopeGME. More information can be found [here](#). Additional medical support services are available through the GSM's individual health insurance coverage.
- I. **Hospital Policies:**
1. **Moonlighting:** The Hospital policy regarding moonlighting is available here: [Moonlighting Policy](#). Departmental policies are established and available in each department. Moonlighting is not permitted without the written permission of the Program Director and the GME Office. The Hospital does not provide professional liability insurance for external moonlighting.
  2. **Physician impairment and substance abuse:** The Hospital is committed to ongoing education on impairment and substance abuse. In addition to orientation and specific departmental education, information may be obtained through the Confidential Counseling Service or Workforce Health and Safety found [here](#). The policy regarding physician health including impairment and substance abuse involving GSMs is available at the following link: [Chemical Dependency and Hospital Employees](#)
  3. **Harassment:** The Hospital does not tolerate harassment. The Hospital policy regarding harassment is available at the following link: [Anti-Harassment](#).
  4. **Accommodation for Disabilities:** All employees and qualified applicants with disabilities will be afforded equal opportunities and treatment with respect to hiring and terms and conditions of employment. The hospital policy regarding Accommodations for Disabilities is available at the following link: [Accommodation for Qualified Individuals with Disabilities](#)
  5. **Restrictive Covenants:** The Hospital shall not require GSMs to sign a non-compete agreement.
  6. **Supervision:** Per the NYPH Code of Conduct and Hospital policy around working with Related Individuals, conflicts of interest that must be disclosed to NYPH include having a

supervisory or subordinate relationship with Related Individuals. Residents/fellows should not be supervised or evaluated by Related Individuals. More information on supervision can be found [here](#); more information about limitations on working with Related Individuals including the definition of Related Individuals can be found [here](#).

## 7. GSM RESPONSIBILITIES

The GSM agrees to:

- A. Develop a personal program of self-study and professional growth consistent with ACGME core competencies.
- B. Comply with mandatory pre-placement health clearance prior to starting the residency, including, without limitation, physical examination, vision screening and color vision, QuantiFERON-TB Gold test (QFT), urine toxicology, proof of full vaccine series or blood work for measles, mumps, rubella, varicella and hepatitis B immunity and blood work for hepatitis C Ab. GSMs must comply with New York State COVID-19 vaccination requirements for health care facility personnel and with the Hospital's COVID-19 Vaccine Program.

Pre-placement health clearance may require further evaluation of medical conditions and may delay the GSM's ability to start the Program. A delayed start, which assumes that the clearance criteria are ultimately met, will result in the delayed time being considered vacation time.

The GSM understands that failure to comply with or to submit to such testing before or during employment will result in the withdrawal of any offer of employment or the termination of this Agreement. Failure to meet the criteria for clearance will also result in the withdrawal of any offer of employment or the termination of this Agreement.

GSM further understands that the obligation to inform the Hospital, Chief of Service or Program Director of a physical or mental impairment or a material worsening of such impairment, which was not previously disclosed to the Hospital, is a continuing obligation during the term of this Agreement.

- C. Comply with the credentials verification procedure, including:
  - 1. Demonstrating eligibility for Graduate Staff membership in accordance with the Hospital's GME eligibility criteria which is available at the following link: [Eligibility, Selection, Recruitment, Appointment, Evaluation, Promotion and Dismissal](#).
  - 2. Providing necessary documentation as requested by the Hospital to establish the ability to work. This may include, in advance of employment, a background check verification. Criminal convictions must be disclosed to the extent permitted by law.
  - 3. Completing the Hospital's application for the appointment to the Graduate Staff listing all information requested and returning it to the GME office on a timely basis as determined by the Hospital.
- D. Practice only within the scope of the GSM's appointment and employment as well as perform satisfactorily and to the best of GSM's abilities the customary duties and obligations of the training program, as established by the Program, including timely completion of medical records

and reports, as may be further set forth by the Hospital or Program or in other departmental documents.

- E. Abide by the Hospital's policies and practices as amended from time to time, including, without limitation, the Hospital's Bylaws, the Medical Staff Bylaws, Rules and Regulations of the Medical Staff insofar as they are applicable to GSMs. Copies of these documents are available upon request and/or on the Hospital's internal website, which can be securely accessed when onsite and with a CWID assigned.
- F. Abide by the Hospital's policies and practices as amended from time to time including, but not limited to, the Hospital's policy on [Social Media](#).
- G. Abide by the Hospital's policies and practices as amended from time to time including, but not limited to, the Hospital's policies on:
  - a. [Anti-Harassment](#);
  - b. [Physician Impairment](#);
  - c. [Substance Abuse](#); and
  - d. [Privacy and Confidentiality of Hospital Information](#), including but not limited to patients' protected health information.
- H. Abide by Joint Commission standards and New York State Department of Health regulations.
- I. Abide by the Hospital's policies and practices as amended from time to time including, but not limited to, the Hospital's policy on [Inventions and Intellectual Property](#), which states in part that work products that are wholly or partially created with the use of the Hospital's resources, derive from activities of the GSM while employed by the Hospital pursuant to this agreement, or otherwise related to the operations or activities of the Hospital shall be the sole property of the Hospital.
- J. Abide by the Hospital's policies and practices as amended from time to time including, but not limited to, the Hospital's policy on [Acceptable Use Of Electronic Devices And Information](#). Trainees are responsible for NYPH loaned mobile devices for the duration of their training. The loaned mobile devices belong to NYPH. Every NYPH trainee must use a hospital-issued mobile device for all hospital-related communication. If a device is lost or stolen, trainees must report it to the GME Office immediately. Trainees must return their devices on the last day of employment before graduating or taking extended leave from their Program.
- K. Ensure that off-duty activities do not compromise the ability to perform work assignments.
- L. Comply with Hospital (institutional) and departmental policies regarding moonlighting, including pre-approval of moonlighting activity by the Program Director.
- M. Comply with Hospital (institutional) and departmental duty hour policies, report duty hours as required by institutional or departmental policies, and cooperate with internal as well as external regulatory audits of work hours.
- N. Participate as requested in all mandatory training, including, without limitation, training in blood borne and airborne pathogens, risk management and any other educational training requested by OSHA, JC or Hospital.
- O. All employees are expected to know and follow NewYork-Presbyterian's Code of Conduct and to demonstrate our Culture in interactions with patients, families, and coworkers. The Code of Conduct is available on the Infonet ([Code of Conduct](#)) and in hard copy at Human Resources.
- P. Immediately notify the Hospital, through its Office of Legal Affairs and Risk Management, if GSM becomes involved in a legal matter or potential legal matter relating to professional activities engaged in during the term of this Agreement; and to cooperate fully with

Hospital Management, the Office of Legal Affairs and Risk Management, its staff and all attorneys retained by the Hospital to fully investigate, prepare for and defend such legal or potential legal matter.

- Q. Once you have become employed by the Hospital, immediately notify the Hospital, through the Designated Institutional Official, an Associate Designated Institutional Official, Director, Office of Graduate Medical Education, or Program Director, of:
- a. any newly raised complaint or report about GSM made to or by any federal, state or local government or professional licensing or disciplinary agency, foreign or domestic, and any investigation relating thereto;
  - b. any new voluntary or involuntary termination, limitation, suspension, resignation or other discontinuation of GSM's employment or privileges of any kind at any hospital or medical facility; or
  - c. any new criminal investigation, pending action, settlement or conviction under state or federal law.
- R. Refrain from seeking or accepting remuneration from patients or payers for services rendered within the scope of training or related to your employment.
- S. Maintain compliance with third party reimbursement programs, including but not limited to Medicare, Medicaid and represents that he/she has not been excluded as a provider under any federal reimbursement program or sanctioned as a result of alleged violations of laws concerning Medicare, Medicaid fraud and abuse.
- T. Not speak on behalf of New York-Presbyterian Hospital or give the appearance of speaking on behalf of New York-Presbyterian Hospital unless specifically authorized by the Hospital, including through personal social media accounts.

## **8. TERM, TERMINATION AND CONDITIONS**

- A. The term of this Agreement shall be for the academic year as stated above. Appointment to subsequent years shall be dependent upon satisfactory progress in education and satisfactory performance of all duties. Promotion shall be in accordance with Hospital (institutional) policy on Graduate Staff eligibility, Selection, Evaluation, Promotion, and Dismissal available at the following link: [Eligibility, Selection, Recruitment, Appointment, Evaluation, Promotion and Dismissal](#) and Departmental Policies which are available upon request.
- B. The GSM will be evaluated at least semi-annually on the knowledge, skills, and professional growth of the GSM. The results of this evaluation shall be made known to the GSM by the Program Director.
- C. Unsatisfactory evaluation can result in required remedial activities, suspension from duties, extension or termination of employment and residency education. Egregious violations may result in immediate dismissal from the Program. Administrative proceedings applicable to the Graduate Staff are set forth in the Hospital's Medical Staff Bylaws, available upon request.
- D. The GSM is encouraged to resolve disputes, including those of contract, duties, application of policies, performance evaluations, non-renewal, discrimination, or early termination, with the Program Director, Clinical Service Chief and/or the NYPH GME Office. To the extent that the GSM is dissatisfied, the institutional grievance policy is available at the following link: [Grievance Policy](#) and the institutional due process policy is available at the following link: [Due Process](#).
- E. Continuation of insurance coverage or other benefits upon termination, leave or suspension shall be as further set forth in the applicable Hospital Policies which are available upon request.

- F. Neither party shall terminate this agreement prior to its expiration date without written notice. In cases where the Institution/Program is terminating the agreement, efforts will be made to give that decision a reasonable time prior to termination, or as early as possible prior to the expiration date of this agreement.
- G. The Hospital or the Program shall inform GSMs of adverse accreditation action taken by the ACGME within a reasonable period after the action is taken. Should the Hospital begin the process of closing the residency program for any reason, the GSMs will be informed at as early a date as possible. In case of such a closure, or in case of the closure of the Hospital, GSMs will receive treatment equal to that provided to other staff.
- H. Certification of completion of the Program shall be contingent upon the GSM having, on or before the date of regular or early termination of appointment, returned all hospital property such as books, mobile devices, equipment, etc. completed medical and other records and settled professional and financial obligations.
- I. This agreement is conditional upon satisfactory performance for the remainder of the current contract period.
- J. Failure to comply with the terms of this Agreement will result in the imposition of sanctions in accordance with Hospital policy, Medical Staff Bylaws, State and federal law, and may include suspension or termination of my appointment.

This agreement is subject to successfully completing all Hospital credentialing requirements and obtaining all necessary approvals.

## **9. CONFIDENTIALITY**

The GSM understands that he/she may have access to confidential information which may include, but is not limited to, information relating to:

- A. Patients (such as records, conversations, admission information, and patient financial information) related to the requirements of your training program.
- B. Employees, affiliates, other practitioners (such as salaries, employment records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology).
- C. Third party information (such as computer programs, client and vendor proprietary information, source code, proprietary technology).

The GSM agrees NOT to:

- A. Access confidential information that the GSM has no legitimate need to know.
- B. Divulge, copy, release, sell, loan, revise, alter, or destroy any confidential information or information that could reasonably identify a patient, except as properly authorized within the scope of professional activities as a GSM.
- C. Misuse confidential information or allow unauthorized persons to obtain or access confidential information.
- D. Disclose any access code or any other authorization that allows access to confidential information for other users.

The GSM agrees to:

- A. Access and use confidential information only as needed to perform the GSM's legitimate duties.

- B. Accept responsibility for all activities undertaken using the GSM's access code or other authorization.
- C. Report to the Graduate Medical Education Office or Program Director or Clinical Service Chief any suspicion or knowledge that an access code or other authorization or any confidential information has been misused or disclosed without the Hospital's authorization.

The GSM agrees that:

- A. Reports made in good faith about suspicious or concerning activities will be held in confidence to the greatest extent practicable, including the name of the individual reporting the activities.
- B. Obligations under this Agreement remain in effect at all times during the GSM's appointment and continue after termination or expiration of the appointment.
- C. The GSM has no right or ownership interest in any confidential information referred to in this Agreement.
- D. NewYork-Presbyterian Hospital may at any time revoke an access code, other authorization, or access to confidential information.

## **10. IMMUNITY**

In accordance with the New York State Public Health Law and regulations, the Joint Commission standards, other applicable laws and regulations, and the Hospital's policies and practices as amended from time to time, including, without limitation, the Hospital's Bylaws, the Medical Staff Bylaws, and the Rules and Regulations of the Medical Staff insofar as they are applicable to GSMs, the GSM agrees that:

- A. Hospital representatives may consult with others who have been associated with GSM and/or who have information bearing on GSM's competence and qualifications.
- B. Hospital representatives may request GSM to provide copies, or authorize the Hospital to obtain copies, of records and documents, including but not limited to private health information reasonably related to the GSM's professional qualifications and competence, physical and mental health status to perform the GSM's obligations under this Agreement, and professional and ethical qualifications. Failing to provide such copies may adversely affect the GSM's continuation in the program.
- C. Any act, communication, report, recommendation, or disclosure, performed or made in good faith and without malice and at the request of an authorized representative of this or any other health care facility, for the purpose of achieving and/or maintaining quality patient care shall be privileged to the fullest extent permitted by law.
- D. Such privilege shall extend to members of the Hospital's Medical, Professional Associate, Nurse Practitioner and Midwifery and Graduate Staff and the Board of Trustees, the Medical Board, the Hospital Administration, employees and agents of the Hospital, and to third parties, who supply information to any of the foregoing authorities to receive, release, or act upon the same. For the purpose of this Section, the term "third parties" means both individuals and organizations from whom information has been requested by an authorized representative of the Medical Board or the Medical Staff.
- E. To the fullest extent permitted by law, there shall be absolute immunity from civil liability arising from any such act, communication, report, recommendation, or disclosure.
- F. Such immunity shall apply to all acts, communications, reports, recommendations, or disclosures performed or made in connection with this or any other health care facility's activities including, but not limited to: (1) applications for appointment or clinical privileges, (2) periodic reappraisals for reappointment or clinical privileges, (3) corrective action, including summary suspension and

hearings thereon and any actions pursuant to the Medical Staff Bylaws, (4) medical care evaluations, (5) utilization reviews, and (6) other Hospital, Service or committee activities related to quality patient care and professional conduct.

- G. The acts, communications, reports, recommendations, and disclosures referred to in this Section may relate to a practitioner's professional qualifications, clinical competency, character, mental or emotional stability, physical condition, ethics, or any other matter that might be relevant to the practitioner's appointment to the Graduate Staff or his or her privileges, or patient care.
- H. The Hospital may report incidents of possible professional misconduct with respect to the GSM as required by New York State Public Health Law 2803-e and other applicable local, state and federal law. The Hospital and all individuals acting on behalf of the Hospital in making said reports shall have immunity with respect to same. The Hospital shall have sole discretion in determining its obligation under law to make such reports and will not be obligated to disclose to the GSM the making of such reports or any documentation related thereto.
- I. In furtherance of the foregoing, upon request of the Hospital, GSM agrees to execute releases, waivers of liability, confidentiality statements or other necessary documents.
- J. In entering into this Agreement, the Hospital does not waive any other reporting obligations or immunity it may have under local, state and federal law with respect to the GSM.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year written below.

**THE NEW YORK AND PRESBYTERIAN HOSPITAL**

**Signature:**

**Name:** Lauren Wasson, M.D., M.P.H.

**Title:** Vice President, Graduate Medical Education and  
Chief Academic Officer

**Date:** February 18, 2025

**GRADUATE STAFF MEMBER**

**Signature:**

**Name:**

# NewYork-Presbyterian Hospital

## 2025-2026 Graduate Medical Education Salary & Stipend Summary

Total Direct Pay Summary:

<u>Graduate Staff Level</u>	<u>Salary Effective July 2024</u>	<u>Salary Effective July 2025</u>	<u>Annual Living Supplement (\$1,875 paid in July, October, January &amp; April)</u>	<u>Academic Activities Stipend (\$500 paid in September &amp; January)</u>	<u>Total Direct Pay Effective July 2025</u>
PGY 1	\$89,100	\$92,700	\$7,500	\$1,000	\$101,200
PGY 2	\$98,700	\$102,600	\$7,500	\$1,000	\$111,100
PGY 3	\$106,700	\$111,000	\$7,500	\$1,000	\$119,500
PGY 4	\$109,800	\$114,200	\$7,500	\$1,000	\$122,700
PGY 5	\$113,500	\$118,000	\$7,500	\$1,000	\$126,500
PGY 6	\$115,500	\$120,100	\$7,500	\$1,000	\$128,600
PGY 7	\$119,000	\$123,800	\$7,500	\$1,000	\$132,300

Life happens, and at **NewYork-Presbyterian** we're committed to supporting you and your loved ones through all of life's events.

At NYP, we prioritize investment in our Total Rewards programs – that's the full suite of everything you receive as an NYP employee (salary, retirement, benefits, growth and development opportunities and more) – to ensure we can attract and retain the best talent in the marketplace. This allows us to carry out our mission of providing the most compassionate and high-quality care to our patients.

Whether you are growing your family, dealing with a health issue, saving for the future, or preparing for a "what if" scenario, NYP is here to support you. With a variety of benefits available to choose from, you have the ability to select the benefits that best fit your needs at any stage of your life.

For additional information visit NYP's digital Benefits Guide ([nypbenefitsguide.com](http://nypbenefitsguide.com)) 24/7 from any device.

Health Care Benefits	
Eligibility	<ul style="list-style-type: none"><li>• <b>Full-time or part-time employees</b> scheduled to work at least 17.5 hours per week are eligible to enroll in NYP benefit plans. You are eligible starting from your date of hire. An employee cannot have dual coverage under the NYP medical and/or dental plans. If an NYP employee is an eligible dependent of a spouse/domestic partner or parent who is also an NYP employee, they must enroll either as an employee or as the dependent of their spouse/domestic partner or parent.</li><li>• <b>Your Spouse or Domestic Partner:</b> You can cover your spouse or domestic partner (same or opposite sex) for benefits. For married employees or domestic partners who are both NYP benefit-eligible employees:<ul style="list-style-type: none"><li>○ If you are not covering dependent child(ren) for medical benefits, you may each enroll individually for employee only medical coverage. You can also enroll individually for dental coverage.</li><li>○ If you are covering dependent child(ren) for medical benefits, the spouse/domestic partner earning the higher salary is required to elect medical coverage (employee + spouse/domestic partner or employee + family). You can enroll individually for dental coverage. If you are covering dependent child(ren) for dental benefits, only one parent can elect coverage for child(ren).</li></ul></li><li>• <b>Children:</b> Benefits are available for your biological, adopted, step-children, children for whom you are legal guardian and any child(ren) you or your spouse/domestic partner are required to provide coverage for pursuant to a qualified medical child support order.<ul style="list-style-type: none"><li>○ <b>Medical Insurance:</b> Coverage is effective until the end of the year the dependent turns age 26. Regardless of age, disabled, unmarried dependent children are eligible for medical coverage.</li><li>○ <b>Dental Insurance:</b> Coverage is effective until the end of the year the dependent turns age 19, or until the end of the year the dependent turns age 23 if enrolled as a full-time student.</li></ul></li></ul>

<b>Health Care Benefits (cont.)</b>	
<b>Medical Plans</b> (includes prescription drug and vision coverage)	<ul style="list-style-type: none"> <li>You have the choice of two medical plans offered through Aetna: <b>EPO</b> (in-network services only) or <b>POS</b> (in- and out-of-network services).</li> <li>Prescription drug coverage is automatically provided through CVS Caremark with either medical plan.</li> <li>Vision coverage is automatically provided through Aetna Vision Preferred with either medical plan.</li> </ul>
<b>Dental Plans</b>	<ul style="list-style-type: none"> <li>There is a choice of two dental plans offered through Aetna: <b>DMO</b> and <b>PPO</b> Plan. The plans provide preventive, basic, and major services (including implants).</li> <li>Orthodontia care is provided for children up to age 19, or age 23 if enrolled as a full -time student, in both plans. Adult orthodontia is covered under the Aetna DMO.</li> </ul>
<b>Additional Benefits</b>	
<b>Flexible Spending Accounts (FSAs)</b>	<p>Flexible Spending Accounts allow you to reduce your taxable income and pay for eligible Health Care and Dependent Care expenses with pre-tax dollars up to annual IRS limits.</p> <ul style="list-style-type: none"> <li><b>Health Care FSA:</b> Contribute up to the allowable maximum (\$3,300 for 2025) on a pre-tax basis for eligible, out-of-pocket health care expenses, including copays and deductibles.</li> <li><b>Dependent Care FSA:</b> Contribute up to the allowable maximum (\$5,000 for 2025 per household per year) on a pre-tax basis for eligible dependent care expenses, including elder care.</li> </ul>
<b>Commuter Benefits</b>	<ul style="list-style-type: none"> <li><b>Mass Transit FSA:</b> Contribute up to the allowable maximum (currently \$325 per month) on a pre-tax basis for work-related public transit.</li> <li><b>Commuter Parking FSA:</b> Contribute up to the allowable maximum (currently \$325 per month) on a pre-tax basis for work-related parking.</li> </ul>
<b>511 Rideshare</b>	Through this New York State program, NYP Employees who carpool to work are eligible to take part in the Guaranteed Ride Program, which will reimburse employees who miss their carpool home.
<b>Biking to Work</b>	All NYP Hospital Campuses offer free bike parking for employee.
<b>Legal Plan</b>	<p>The MetLife Legal Plan can assist you with concerns such as debt collection defense, estate planning, family law, immigration law, real estate, wills, divorce, traffic, and criminal matters. There is a choice of two plans:</p> <ul style="list-style-type: none"> <li><b>Legal Plan:</b> Covers you, your spouse/domestic partner and child(ren)</li> <li><b>Legal Plan Plus Parents:</b> Covers you, your spouse/domestic partner, child(ren) and parents/in-laws. Services for your parents/in-laws include elder care services such as Medicare/Medicaid support, power of attorney, estate planning, nursing home, and real estate.</li> </ul>
<b>Long-Term Disability (LTD)</b>	<ul style="list-style-type: none"> <li>You are automatically enrolled in the 100% Hospital-paid LTD Plan that provides you with a benefit equal to 66% of your pre-disability monthly earnings to a maximum of \$10,000.</li> <li>LTD benefit payments begin after you are disabled for 180 consecutive days.</li> </ul>

Additional Benefits (cont.)	
<b>Life and Accident Insurance</b>	<ul style="list-style-type: none"> <li>• <b>Basic Life Insurance:</b> 100% Hospital-paid benefit equal to 1x annual salary (minimum benefit \$50,000).</li> <li>• <b>Supplemental Life Insurance:</b> As a complement to your Basic Life Insurance, you can purchase additional coverage from 1x to 5x your annual salary up to a total maximum of \$4 million.</li> <li>• <b>Spouse/Domestic Partner Life Insurance:</b> This plan provides you with the ability to insure your legally married spouse or domestic partner in coverage amounts from \$20,000 up to \$100,000.</li> <li>• <b>Child Life Insurance:</b> Child life insurance is available until the end of the month the dependent child turns age 23. You can insure your/your domestic partner's unmarried dependent child(ren) for coverage from \$2,000 up to \$10,000.</li> <li>• <b>Accidental Death &amp; Dismemberment Insurance:</b> You have the option to purchase AD&amp;D, which protects you and your family if an injury results in your accidental death or dismemberment. You may purchase coverage from 1x to 5x your annual salary.</li> </ul>
<b>Voluntary Hartford Accident Insurance</b>	<ul style="list-style-type: none"> <li>• This plan pays a flat dollar amount for covered injuries whether minor or catastrophic.</li> </ul>
<b>Voluntary Hartford Critical Illness Insurance</b>	<ul style="list-style-type: none"> <li>• This plan pays you to have recommended health screenings and provides financial support in the event of a diagnosis of certain diseases.</li> <li>• A lump-sum benefit for a covered person diagnosed with a covered illness. Options to purchase coverage in the following amounts: \$10,000, \$20,000 or \$30,000.</li> </ul>
<b>EFP Voluntary Whole Life Insurance</b>	<ul style="list-style-type: none"> <li>• Provides beneficiaries with financial security that is more flexible than Term Life Insurance.</li> </ul>
Wellbeing Benefits	
<b>NYPBeHealthy Employee Health &amp; Wellbeing Program</b>	<ul style="list-style-type: none"> <li>• Our programs encompass all aspects of wellbeing, including emotional and social health. Whether you want to get in shape, deal more effectively with stress, or find opportunities to give back to the community, we offer a variety of options to fit you and your lifestyle.</li> <li>• NYPBeHealthy Wellbeing Coaches provide personalized support to employees so that they can manage their stress, enhance their resiliency, stay nourished, and practice self-care. These programs are offered at no cost to you.</li> </ul>
<b>CopeNYP</b>	<ul style="list-style-type: none"> <li>• CopeNYP provides quick, free access to confidential and supportive counseling for employees, their immediate family, and household members.</li> <li>• Appointments can be scheduled for either in-person or virtual counseling sessions.</li> </ul>
<b>NYP Virtual Urgent Care</b>	Video chat with NYP doctors online from your mobile device. NYP Virtual Urgent Care visits are free to employees and their dependents who are enrolled in an NYP healthcare plan with Aetna.
<b>Together We Will Appreciate</b>	Recognizing the contributions of our employees is an important part of the culture at NYP. Our organization utilizes NYP Together We Will Appreciate as an online platform that enables co-workers to easily recognize each other in a number of ways.
<b>Community &amp; Environmental Stewardship</b>	NYP is committed to fostering a culture of environmental stewardship and social responsibility. Through our volunteerism and community stewardship programs, employees have the opportunity to drive lasting change in the communities where they live and work.

Financial Benefits	
<b>Retirement Savings Plan</b>	<ul style="list-style-type: none"> <li>The Retirement Savings Plan, offered through Empower, is an opportunity for you to personally save for retirement. You may choose to make pre-tax contributions, as well as after-tax Roth contributions, up to a combined maximum of \$23,500 (or \$31,000 if age 50 or older) in 2025.</li> <li>You are immediately eligible to participate.</li> <li>On-site retirement and financial counselors are available for assistance.</li> </ul>
<b>Education Loan Advising</b>	Eligible employees have access to student loan assistance through EdAssist that includes advising on Public Service Loan Forgiveness to help meet their financial goals. This benefit is offered at no cost to you.
<b>Medicare Support Services</b>	Aetna Medicare Support Services is available to provide employees and their family members with resources to help understand Medicare benefits. Contact Aetna Support Services for a personalized consultation on the basics of Medicare coverage, costs, and how and when to enroll. This benefit is offered at no cost to you.
<b>Discount Programs</b>	<ul style="list-style-type: none"> <li><b>Auto &amp; Home Insurance:</b> Farmers GroupSelect Insurance includes coverage for motorcycles, recreational vehicles and boats, home rentals, vacation residence, and personal liability insurance.</li> <li><b>PerkSpot:</b> NYP's employee discount hub, offering discounts on electronics, travel, dining, apparel, pet supplies, home and garden, and more.</li> </ul>
Family Friendly Benefits	
<b>Adoption Assistance</b>	Reimbursement of up to \$15,000 per adoption for eligible employees.
<b>Back-up Child and Adult/Elder Care</b>	Access to up to 15 days of back-up care for both your children and adult/elder family members during a lapse or breakdown in normal care arrangements at subsidized rates: Center-Based Care for \$15/child or \$25 for two or more children, and In-Home Care for \$6/hour. Ten additional days of back-up care are available to use during your child's first year of life.
<b>College Coach</b>	Employees have exclusive access to a team of former college admissions officers and college finance professionals to help you during the complex process of sending a child to college. This benefit is offered at no cost to you.
<b>Enhanced Elder Care Support</b>	Elder care from Bright Horizons provides personalized guidance and expert referrals in local markets to help employees find a full range of care, transportation, and other critical services. This benefit is offered at no cost to you.
<b>Child Care</b>	NYP's employer-subsidized childcare at Vivvi's new Upper East Side campus, located at 1285 2nd Avenue between 67th and 68th streets. Vivvi offers flexible childcare options for infant through pre-school children, ages 0-5 years, and is open Monday through Friday 6:00 a.m. to 8:00 p.m.
<b>Parental Leave</b>	Parental leave benefits, which include six weeks of paid leave, are available to eligible employees with at least one year of service.

Family Friendly Benefits (cont.)	
<b>IVF and Fertility Preservation Benefit</b>	Under the POS medical plan access a broad network of professionals, including Aetna's fertility specialists, and lifetime support up to \$30,000 not including prescription drugs.  IVF benefits include fertility preservation (cryopreservation and storage for eggs and embryos, in addition to sperm banking). *
<b>Pediatric Behavioral Health Support</b>	Brightline is a virtual pediatric behavioral health provider that offers kids, teens, and caregivers access to expert care for mental health. This program is offered to employees (and their dependents) enrolled in an NYP Aetna medical plan.
<b>Special Needs Support</b>	Bright Horizons Special Needs provides assistance for employees with concerns regarding their child's development, including interactive webinars and 10 sessions of 1:1 expert coaching annually. This benefit is offered at no cost to you.
<b>Surrogacy Assistance</b>	Reimbursement of up to \$15,000 per birth event for eligible employees.

*\*The Center for Reproductive Medicine and Columbia Fertility Center waive monthly storage charges for frozen eggs during your residency at NYP.*

This summary highlights some of the employee benefit plans and programs sponsored by NewYork-Presbyterian GME. The NYP GME formal employee benefit plan documents govern the terms and conditions of the plans. In the event of any conflict between the formal plan documents and this summary or between the formal plan documents and any written or oral statement by a Hospital representative, the formal documents shall govern.

**NEWYORK-PRESBYTERIAN HOSPITAL  
GRADUATE MEDICAL EDUCATION  
POLICIES AND PROCEDURES**

**TITLE: PAID TIME OFF & LEAVES OF ABSENCE**

**REFERENCES:**

In accordance with Section IV.H of the Accreditation Council for Graduate Medical Education (ACGME) Institutional Requirements, NewYork-Presbyterian Hospital (NYPH) as the Sponsoring Institution has a policy for paid time off and leaves of absence, consistent with applicable laws. Pursuant to this policy residents and fellows in each of NYPH's ACGME- and CODA-accredited programs (Graduate Staff) will receive paid time off entitlements for certain qualifying conditions. This policy also requires NYPH to provide these residents and fellows with accurate information regarding the impact an extended leave of absence could have upon their satisfactory or timely completion of a program, and their eligibility to participate in examinations administered by relevant certifying board(s).

**POLICY:**

**APPLICABILITY**

All NewYork-Presbyterian Hospital (NYPH) employed Graduate Staff in ACGME-accredited and Commission on Dental Accreditation (CODA)- accredited training programs may request paid time off starting the day the Graduate Staff is required to report.

**PAID TIME OFF**

At the beginning of each academic year, Graduate Staff are eligible for the following days of Paid Time Off (PTO): 20 vacation days, 5 sick days, 3 bereavement days, and 105 paid leave days. PTO leave days including up to 15 vacation days may be used for medical, parental, and/or caregiver leave(s) for qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME-accredited or CODA-accredited program, starting the day Graduate Staff are required to report. For PTO medical leaves, sick days are applied first, then paid leave days, followed by up to 15 vacation days. PTO days are capped at 6 weeks for parental and/or caregiver leave(s); up to 6 additional weeks of parental and/or caregiver leave may be available at less than full pay per New York State Paid Family Leave Law (NYSPFLL) (see below).

Any PTO leave of absence will run concurrently with Federal and State leave laws, such as Family Medical Leave Act (FMLA), NYSPFLL, New York State Paid Sick Leave Law, New York City Earned Safe and Sick Time Act and short-term disability, when applicable. Graduate Staff will not be compensated for unused PTO at the conclusion of the academic year and may not carry over unused days into the next academic year. These days are replenished every July 1st.

## LEAVES OF ABSENCE

A leave of absence is an excused absence from work for an approved reason which lasts for not more than 26 weeks within a 52-week period, except as provided in cases covered by Workers' Compensation Law or as otherwise required by law, such as leaves of absence granted to Graduate Staff as an accommodation for a serious health condition. Graduate Staff may request leaves of absence for all the reasons enumerated in the FMLA policy, including the Military Family Leave entitlements, for medical accommodations and for personal reasons.

Leaves of absence should be requested as soon as the need for leave is known, even if the exact date(s) of leave is not yet known. Requests for non-medical leaves of absence will be carefully considered in accordance with applicable laws and the operational needs of NYPH. In addition to PTO, NYPH provides paid and unpaid leaves of absence and continuation of benefits, complying with applicable laws for absences such as the FMLA, NYSPFLL and other State and City leave laws. Graduate Staff may contact the GME Office for additional information.

### CAREGIVER LEAVE:

Graduate Staff are eligible for up to 6 weeks of PTO caregiver leave and up to an additional 6 weeks of caregiver leave may be available at less than full pay per NYSPFLL. Caregiver leave is available to provide care to an Eligible Family Member with a Serious Health Condition. A Serious Health Condition is an illness, injury, impairment, or physical or mental condition that involves Inpatient Care in a hospital, hospice, or residential Health Care Facility; or continuing treatment or continuing supervision by a Health Care Provider.

### ELIGIBLE FAMILY MEMBERS – DEFINITIONS

For purposes of caregiver leave, Eligible Family Members are defined as follows:

1. **Spouse:** A Spouse is an employee's husband or wife or spouse as defined or recognized under New York State law for purposes of marriage.
2. **Domestic Partner:** A Domestic Partner (DP) is the employee's same-sex or opposite-sex partner named in a Domestic Partnership as permitted under the laws of New York State and the City of New York for couples that have a close and committed personal relationship.
3. **Parent:** A Parent is the employee's biological, step, foster or adoptive parent when the employee was a child.
4. **Parent-in-Law:** A Parent-in-Law is the biological, step, foster or adoptive parent of the employee's Spouse/DP when the Spouse/DP was a child.
5. **Child:** A Child is the employee's biological, adopted, step or foster child, or a Legal Ward, who is under age 18. A child may be covered under the NYSPFL Law even if the child is over age 18 if they are incapable of self-care because of a physical or mental disability.

6. **Grandparent:** A Grandparent is the parent of the employee's biological, step, foster or adoptive parent when the employee was a child.
7. **Grandchild:** A Grandchild is the biological, adopted, step or foster child, or a Legal Ward who is under age 18, of the employee's Child.

#### PARENTAL LEAVE:

Graduate Staff are eligible for up to 6 weeks of PTO for parental leave and up to an additional 6 weeks of parental leave may be available at less than full pay per NYSPFLL. Parental leave is available to primary and secondary parents in the birth, adoption or surrogacy of a child. Graduate Staff who are either the primary or secondary parent are eligible for 6 weeks of paid time off in accordance with ACGME Institutional Requirement IV.H.1.a).

#### 1. DEFINITIONS

A. **Primary Parent** - For purposes of parental leave, the Primary Parent is defined as the person who will be responsible for regularly providing the child with the majority of its care during the entire period of parental leave. When requesting parental leave, the employee must certify that they will be the child's Primary Parent in accordance with this definition.

B. **Secondary Parent** - For purposes of parental leave, the Secondary Parent is defined as the person who will not be the child's Primary Parent during the entire period of the parental leave. When requesting parental leave, the employee must certify that they will be the child's Secondary Parent in accordance with this definition.

C. **Parental Leave Duration** – Up to 26 weeks after the birth or adoption of a child. Additionally, up to 6 of the 26 weeks are with full pay and up to six additional weeks may be available with less than full pay per the NYSPFLL.

#### 2. PAID TIME OFF

A. Graduate Staff covered under this policy are eligible for up to 6 weeks of PTO for parental leave. Graduate Staff that qualify for coverage under New York State Paid Family Leave Law (NYSPFLL) may take additional leave (up to six weeks) for the birth, adoption or fostering of a child and will receive a portion of their salary during this six-week period pursuant to the NYSPFLL.

B. PTO parental leave time must be taken consecutively and within 26 weeks after the birth or adoption of the child.

#### 3. HOW PAID PARENTAL LEAVE CAN BE TAKEN

A. **Birth Mothers** – PTO parental leave time must be taken in one continuous block of time of up to 6 weeks after the birth of a child once the covered disability period has ended. Graduate Staff that qualify under the NYSPFLL will be eligible

for an additional six weeks of leave and are eligible to receive a portion of their salary during this time.

**B. Primary Adoptive or Surrogacy Parents** – PTO parental leave time must be taken in one continuous block of time of up to 6 weeks following the adoption and placement of the child. Graduate Staff that qualify under the NYSPFLL are eligible to take an additional six weeks of leave and are eligible to receive a portion of their salary during this time.

**C. Secondary Birth, Adoptive or Surrogacy Parents** – PTO parental leave time must be taken in one continuous block of time of up to 6 weeks following the birth or adoption and placement of the child. Graduate Staff that qualify under the NYSPFLL are eligible to take an additional six weeks of leave and may be eligible to receive a portion of their salary during this time.

D. All PTO parental leave time must be taken within 26 weeks after the birth or adoption and placement of the child.

E. To the extent permitted by law, all PTO parental leave time runs concurrently with the provisions of the New York State Earned Sick Time Act, the New York State Paid Family Leave Law, and the Federal Family and Medical Leave Act.

#### **BENEFIT COVERAGE WHILE ON LEAVE OF ABSENCE:**

Health and disability benefits coverage will be maintained throughout the full duration of the leave (up to 26 weeks). Graduate Staff contributions will be administered as follows:

- 1) Graduate Staff contributions for health and disability benefits premiums will continue to be made through payroll deductions as long as the Graduate Staff is receiving pay from NYPH or is receiving statutory disability benefit payments.
- 2) During periods of unpaid leave, Graduate Staff will be required to remit payments for their portion of benefits premiums to Human Resources, Benefits, on a monthly basis.

#### **GRADUATE STAFF RESPONSIBILITIES:**

Graduate Staff should provide reasonable advance notice to the GME Office and the Program Director when the need for leave is foreseeable. If it is not foreseeable, notice must be given as soon as the need for leave is known, even if the exact dates are not yet known. Graduate Staff are also required to comply with all applicable call-in procedures for reporting an illness. Requests for leave may be denied if notice is not provided as required.

While on medical or caregiver leave, Graduate Staff are required to provide recertification of the medical condition as requested by NYPH and permitted by law.

During periods of unpaid leave, Graduate Staff must remit monthly payments of their portion of the benefits premium cost to Human Resources, Benefits.

Following a medical leave for personal disability of more than one scheduled workweek, or a leave for family reasons of four weeks or more, Graduate Staff must be cleared by Workforce Health and Safety and/or The Hartford in order to resume job duties.

Graduate Staff are not permitted to perform any gainful employment during a leave of absence.

Graduate Staff may be required to extend his/her training in order to fulfill all program requirements. This determination will be made by the Program Director in coordination with the appropriate ACGME Review and Recognition Committee (RRC), specialty board, and the GME Office.

### **REQUIRED FORMS FOR A LEAVE OF ABSENCE:**

In order to request a leave of absence, a Graduate Staff must submit **one** of the following forms to the GME Office:

1. Continuous Leave of Absence Request; or
2. Intermittent Leave of Absence Request.

In addition to submitting the leave of absence request to the GME Office, the Graduate Staff must contact the Hartford either by phone ((888)899-2374) or online ([mybenefits.thehartford.com/login](http://mybenefits.thehartford.com/login)). Additional forms may need to be completed as requested by the Hartford for leave related to medical, caregiver, parental, and military leaves.

### **LEAVE OF ABSENCE FOR NON-ACGME ACTIVITIES:**

It is the policy of some programs to allow Graduate Staff to take extended time off from their training program to participate in academic, educational, leadership, or research activities that are not part of the program's standard curriculum in order to further their clinical career. For example, Graduate Staff may intend to participate in scholarly activities, obtain a Masters of Public Health, participate in a leadership fellowship, or conduct NIH-funded bench or clinical research.

While on leave for non-ACGME activities, the Graduate Staff will be listed in the ACGME program roster as "In Program but Doing Research/Other Training (intended to resume accredited training in this program)."

The institution is under no obligation to approve a leave of absence for non-ACGME activities; if the request is denied it cannot be appealed.

### **PROCEDURE:**

The resident must submit the Continuous Request for Leave form to the program at least 120 days in advance of the Graduate Staff leaving the program.

The Graduate Staff must obtain prior written approval from the Program Director.

For activities that will take place at a location/institution external to NYP, the Graduate Staff must also obtain prior written approval from the DIO.

The request for leave must include the following:

- The purpose of, and the rationale for, the leave;
- The duration of the leave and the dates of the proposed leave;
- The location where activities will take place (name of institution, program, supervisor/director);
- Whether the Graduate Staff will require an extension of training;
- Note: In situations where the leave results in an extension of training, and further results in the program exceeding the approved resident/fellow complement, when the Graduate Staff returns, the program must request from the ACGME a temporary increase in program complement.
- Whether the Graduate Staff may need to repeat any rotations prior to returning to residency/fellowship; and
- The anticipated graduation date of the Graduate Staff.

#### BENEFITS DURING A LEAVE OF ABSENCE FOR NON-ACGME ACTIVITIES:

NYPH benefits will be discontinued for the duration of the unpaid leave of absence. In accordance with applicable laws, COBRA-eligible Graduate Staff will be given the opportunity to continue coverage. Graduate Staff should contact Human Resources regarding continuation of benefits under COBRA.

#### NOTIFICATION TO GRADUATE STAFF OF IMPACT ON TRAINING & CERTIFICATION:

A Graduate Staff may be required to extend training in order to fulfill all program requirements. This determination may be made by the Program Director in coordination with the GME Office and the appropriate requirements of the ACGME RRC or specialty/subspecialty certifying board(s).

Prior to taking such leave, the program must provide the Graduate Staff with information regarding the impact of such leave on the criteria for satisfactory and timely completion of the program and the Graduate Staff's eligibility to participate in examinations by the relevant certifying board(s).

#### REQUIREMENTS FOR RETURNING TO THE PROGRAM:

In order to return to the program, the returning Graduate Staff may need to complete the onboarding process prior to rejoining the program. Additionally, the Graduate Staff may be required to repeat some rotations as determined by the program.

### COMPLEMENT CHANGES:

In order for the Graduate Staff to return to the program, the program may need to request a temporary change in complement.

### **APPROVAL DATES:**

Approved by GMEC: April 2010

Approved by The Medical Board: May 2010

Reviewed by GME Office: September 2014

Reviewed by GME Office: May 2019

Approved by GMEC: September 2020

Approved by The Medical Board: October 2020

Approved by GMEC: September 2021

Approved by The Medical Board: September 2021

Approved by GMEC: July 2022

Approved by The Medical Board: October 2022

**NEWYORK-PRESBYTERIAN HOSPITAL  
GRADUATE MEDICAL EDUCATION  
POLICIES AND PROCEDURES**

**TITLE:        Visa Rules**

As a general rule, the NewYork-Presbyterian Hospital ("NYPH") will only accept foreign nationals ("FNs") into this Graduate Medical Education ("GME") program who secure J-1 nonimmigrant classification, which is administered by the Educational Commission for Foreign Graduates (ECFMG), or are otherwise authorized to work for the program duration without sponsorship by NYPH.

Except as provided below, NYPH will not sponsor any candidate for an H-1B, H-1B1, F1, E-3 or any other status to participate in this program. NYPH will not sponsor visas with funding from foreign governments.

In very limited circumstances, NYPH will support O-1 sponsorship for FNs who qualify based on their extraordinary ability, determined by USCIS. In these instances, however, the FN will be required to pay for and use the services of an NYPH approved immigration legal provider who first will provide an opinion to NYPH that the resident is eligible for the O-1 classification and, if NYPH agrees to support the petition, then prepare and file an O-1 petition on the resident's behalf.

**WARNING:** If the resident is a Foreign National and refuses to secure J-1 status, is not eligible for O-1 nonimmigrant status, or lacks employment authorization valid for the duration of the GME program in which the resident seeks to participate, NYPH will not accept the resident into, or allow the resident to complete, its GME programs.

Reviewed by GME Office: April 2015  
Reviewed by GME Office: May 2019  
Approved by GMEC: September 2020  
Approved by The Medical Board: December 2020  
Approved by GMEC: August 2022  
Approved by The Medical Board: October 2022  
Revised by GME Office: November 2024  
Approved by GMEC: February 2025  
Approved by the Medical Board: March 2025

**NEWYORK-PRESBYTERIAN HOSPITAL  
GRADUATE MEDICAL EDUCATION  
POLICIES AND PROCEDURES**

**TITLE: ELIGIBILITY, SELECTION, RECRUITMENT, APPOINTMENT,  
EVALUATION, PROMOTION, AND DISMISSAL**

**REFERENCES:**

In accordance with Section IV.B of the ACGME Institutional Requirements, the Sponsoring Institution must maintain a policy concerning resident/fellow recruitment, selection, eligibility, and appointment consistent with ACGME Institutional Requirements, Common Program Requirements and Recognition Requirements. Each program must develop written program specific procedures for selection of trainees.

In accordance with Section IV.D of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy that requires each of its ACGME-accredited programs to determine the criteria for promotion and/or renewal of resident/fellow appointments. The Sponsoring Institution must ensure that its programs provide a written notice of intent to a resident or fellow if the resident or fellow's agreement of appointment will not be renewed, if the resident/fellow will not be promoted to the next level of training and/or will be dismissed.

**POLICY:**

It is the policy of New York-Presbyterian Hospital ("NYPH"), as the Sponsoring Institution, to assure that all residents and fellows (collectively "residents" or "Graduate Staff") are selected for appointment to accredited training programs in accordance with the requirements defined by the ACGME. Once appointed to the Graduate Staff, residents must be evaluated on a periodic basis in accordance with this Policy and program policies, to assure the development and achievement of the general competencies. A Graduate Staff member who does not meet the criteria for promotion, whose Graduate Staff Member Agreement of Appointment will not be renewed or who is suspended or dismissed, shall be afforded appropriate due process.

Compliance with this policy and its associated procedures will be evaluated by the GME Office and Graduate Medical Education Committee ("GMEC") through the internal review process. The GME Office must be notified in writing prior to the delivery of any adverse action.

**PROCEDURE:**

**Section I: Eligibility**

1. Applicants with one of the following qualifications are eligible for a NYPH appointment in an ACGME-accredited residency program:

- a. Graduates of medical schools in the United States or Canada accredited by the Liaison Committee on Medical Education ("LCME");
  - b. Graduates of medical schools in the United States accredited by the American Osteopathic Association ("AOA"); or
  - c. Graduates of medical schools outside the United States and Canada who meet one of the following qualifications:
    - i. Have received a currently valid certificate from the Education Commission for Foreign Medical Graduates ("ECFMG"); or
    - ii. Have a full and unrestricted license to practice medicine in the State of New York.
2. Applicants for residency programs that require prerequisite training shall meet the requirements set out in the individual program's requirements, which shall be consistent with the ACGME's Common Program Requirements and the requirements established by the program's applicable ACGME Review Committee. This includes requirements of physicians who have received prerequisite training outside the United States. More specifically:
  - a. All prerequisite post-graduate clinical education required for initial entry or transfer into ACGME-accredited residency programs must be completed in ACGME-accredited residency programs, AOA-approved residency programs, Royal College of Physicians and Surgeons of Canada (RCPSC)-accredited or College of Family Physicians of Canada (CFPC)-accredited residency programs located in Canada, or in residency programs with ACGME International (ACGME-I) Advanced Specialty Accreditation. Programs must receive verification of each trainee's level of competency in the required clinical field using ACGME, CanMEDS, or ACGME- I.
  - b. An applicant who has completed a residency program that was not accredited by ACGME, AOA, RCPSC, CFPC, or ACGME-I (with Advanced Specialty Accreditation) may enter a residency program in the same specialty at the PGY-1 level and, at the discretion of the Program Director and with approval by the GMEC, may be advanced to the PGY-2 level based on ACGME Milestones evaluations at the program. This section of the Policy applies only to entry into a program in those specialties for which an initial clinical year is not required for entry
3. Programs that require completion of a prerequisite residency program prior to admission and seek to use a residency eligibility exception allowed by the program's specialty-specific Program Requirements for exceptionally qualified international graduate applicants must: (i) seek and obtain review and approval of the applicant's exceptional qualifications by the GMEC, (ii) obtain verification of ECFMG certification, and (iii) comply with each element of the applicable eligibility exception, including evaluation by the Program Director

and residency selection committee of the applicant's suitability to enter the program (based on prior training and review of the summative evaluations of such training) and an evaluation of the Graduate Staff member's performance by the Program's Clinical Competency Committee within 12 weeks of matriculation.

4. For a resident or fellow seeking to transfer from another program, the accepting Program Director must obtain written verification of the trainee's previous educational experiences and a summative competency-based performance evaluation prior to acceptance of a transferring resident, and ACGME Milestones evaluations upon matriculation. See the GME Transfer Residents Policy.
5. Applicants shall meet all employment eligibility requirements, including, but not limited to occupational health clearance and valid work authorization to qualify for appointment. For questions regarding whether NYPH accepts VISAs, please review the GME VISA Policy.
6. Documentation of an applicant's eligibility and satisfaction of applicable requirements shall be requested by the Program Director as part of the appointment process and forwarded to the GME Office.

## **Section II: Selection**

1. Each Program must develop and document a process that assures the selection of eligible applicants on the basis of their preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity and in accordance with the Hospital's non-discrimination policies.
2. It is strongly suggested that all accredited programs participate in an organized matching program, such as the National Residency Matching Program ("NRMP").

## **Section III: Recruitment and Appointment**

The recruitment of Graduate Staff members is the responsibility of the Program Directors under the supervision of the Clinical Service Chief. Whenever possible, Graduate Staff members should be recruited through the NRMP or a similar national organization. Program Directors may not appoint more residents than approved by the program's ACGME Review Committee.

An applicant invited to interview for appointment must be informed, in writing or by electronic means, of the terms, conditions, and benefits of appointment to the program, either in effect at the time of the interview or that will be in effect at the time of the applicant's eventual appointments, including as specified in the Graduate Staff Agreement. Information provided must include stipends, benefits, vacation, leaves of absence, professional liability coverage, and disability insurance accessible to Graduate Staff members/residents and health insurance accessible to

Graduate Staff members/residents and their eligible dependents. Applicants to ACGME-accredited programs should be offered additional information about the program as may be required by ACGME and institutional policies.

Positions in ACGME-accredited programs should not be offered unless the applicant is eligible. In any event, the applicant's offer of appointment is contingent upon being able to meet all the requirements for appointment at NYPH. Requirements of appointment are specified in the Graduate Staff Agreement and may change from time to time.

Each trainee is assigned a postgraduate year ("PGY") level, which determines the salary. PGY level is determined by years of postgraduate training required to enter a particular program.

#### **Section IV: Evaluation**

Each program must provide an evaluation system for assessing Graduate Staff performance throughout the program and for utilizing the results to improve Graduate Staff performance and developing plans for Graduate Staff members failing to progress. The evaluation system/plan should include, but not be limited to:

1. The use of methods that produce an accurate assessment of Graduate Staff competence in patient care, medical knowledge, professionalism, interpersonal and communication skills, practice-based learning and improvement, and systems-based practice.
2. Mechanisms for providing regular and timely performance feedback to Graduate Staff that includes at least:
  - a) written evaluations at the completion of assignments in accordance with the ACGME's Common Program Requirements and the program's ACGME Review Committee Program Requirements;
  - b) a written semiannual evaluation in the form of an objective performance evaluation, with input and evaluations from multiple evaluators (eg, faculty, patients, peers, self, and professional staff) in accordance with the ACGME's Common Program Requirements, that is communicated to each Graduate Staff in a timely manner;
  - c) a summative evaluation, at least annually, of each Graduate Staff member that includes their readiness to progress to the next year of the Program; and
  - d) the maintenance of records of evaluation for Graduate Staff that is accessible to the individual.
3. A process involving the use of assessment results to achieve progressive improvements in Graduate Staff competence and performance. The Program

Director must appoint a Clinical Competency Committee ("CCC") for the program. At a minimum, the CCC must be composed of three members of the program faculty. The Program Director may appoint additional members of the CCC. These additional members must be physician members from the same program or other programs, or other health professionals who have extensive contact and experience with the program's Graduate Staff in patient care and other health care settings. There must be a written description of the responsibilities of the CCC that includes:

- a) reviewing all Graduate Staff evaluations semi-annually;
  - b) preparing and assuring the reporting of milestones evaluation of each Graduate Staff semiannually to the ACGME; and
  - c) advising the Program Director regarding Graduate Staff progress, including promotion, remediation, and dismissal.
4. Meetings by the Program Director or his/her designee, with input from the CCC, with each Graduate Staff member regarding his/her semi-annual evaluation of performance, including progress along the specialty-specific ACGME Milestones and assisting residents with developing individualized learning plans.
5. A final evaluation for each Graduate Staff member that completes the program, provided by the Program Director. The evaluation must include a review of performance during the final period of education and should verify that the Graduate Staff member has demonstrated sufficient professional ability (knowledge, skills and behaviors) to practice competently and independently. The final evaluation must be part of the Graduate Staff permanent record maintained by the institution.

## **Section V: Promotion**

Advancement to a position of higher responsibility is based on objective evidence of Graduate Staff satisfactory progressive scholarly and professional growth and performance and the achievement of educational objectives as defined by the program. If a Graduate Staff member does not meet the criteria for promotion as defined by the program, the Program Director may also consider non-renewal of the Graduate Staff Agreement in accordance with the GME policy on Non-Renewal.

## **Section VI: Non-Renewal**

A Clinical Service Chief and/or the Program Director may elect to not renew a Graduate Staff member's agreement ("Agreement") upon its expiration.

The Program Director shall make a reasonable effort to render his/her decision to renew or not to renew at least four months prior to the end of the Agreement term. If it is not practicable to do so under the circumstances, the Program Director shall be under no obligation to provide such notice prior to the end of the Agreement

term. The Program Director, together with the GME Office, shall provide – by hand, email, or certified mail, if practicable – written notice to the Graduate Staff, including the reason(s) not to renew, as soon as reasonably practicable under the circumstances.

The Graduate Staff member may file a grievance of the non-renewal decision in accordance with the GME Grievances Policy.

A restrictive corrective action, suspension, or termination for cause is subject to Articles XII and XIII of the Medical Staff Bylaws.

If this decision is made because of a reduction in the program or closure of the program the GME Policy on Program Reduction or Closure shall apply.

## **Section VII: Dismissal**

NYPH may terminate the appointment and the agreement with a Graduate Staff member in accordance with the NYPH Hospital By-Laws, Rules and Regulations, including applicable due process provisions.

## **APPROVAL DATES:**

Approved by GMEC: September 2008  
Approved by The Medical Board: May 2010  
Reviewed by GME Office: April 2018  
Reviewed by GME Office: May 2019  
Approved by GMEC: September 2020  
Approved by The Medical Board: October 2020  
Approved by GMEC: September 2021  
Approved by The Medical Board: September 2021  
Approved by GMEC: September 2024  
Approved by The Medical Board: September 2024

## **REFERENCES/ASSOCIATED INSTITUTION-WIDE POLICIES:**

- New York Presbyterian Hospital, Office of Graduate Medical Education: Grievances Policy
- Medical Staff By-Laws of New York-Presbyterian Hospital, Section 13.2: Graduate Staff.
- New York Presbyterian Hospital, Office of Graduate Medical Education: Transfer Residents Policy
- New York Presbyterian Hospital, Office of Graduate Medical Education: Visa Policy
- New York Presbyterian Hospital, Office of Graduate Medical Education: Non-Renewal of Graduate Staff Agreement Policy.
- New York Presbyterian Hospital, Office of Graduate Medical Education: Program Reduction or Closure Policy

**NEWYORK-PRESBYTERIAN HOSPITAL  
GRADUATE MEDICAL EDUCATION  
POLICIES & PROCEDURES**

**TITLE: Nepotism in the Workplace**

**POLICY:**

NYP is committed to creating and cultivating an inclusive workforce by recruiting and retaining a diverse talent pool. Employment decisions (e.g., hiring, transfer, evaluation, promotion, supervision, or determination of salary) and academic progress (e.g., evaluating and advancement) should not be influenced, or perceived to be influenced, by conflicts of interest created by familial or romantic relationships. Employment decisions and academic progress must be based on the qualifications of the candidate.

**PURPOSE:**

It is the goal of NYP to avoid creating, or maintaining, circumstances that could create the appearance or possibility of favoritism, conflicts of interest, management, or patient care disruptions.

**DEFINITIONS:**

For the purposes of this policy the term "related individual" shall include the following relationships: relationships established by blood, marriage, or legal action. Examples include the employee's: spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparent, stepchild, aunt, uncle, nephew, niece, grandparent, and grandchildren. The term also includes domestic partners (a Domestic Partner (DP) is the employee's same-sex or opposite-sex partner named in a Domestic Partnership as permitted under the laws of New York State and the City of New York for couples who have a close and committed personal relationship) as well as parents and children of an employee's domestic partner. The term also includes those individuals in a romantic relationship.

**PROCEDURE:**

**1. NYP may restrict situations involving employees who have a familial or romantic relationship with other employees or hospital medical staff under the following circumstances:**

- A. **Related Individuals** should not be assigned to the same department or division where one **Related Individual** supervises, or could supervise, or evaluate another **Related Individual** directly or indirectly. This includes assigning residents or fellows to an assignment where they would receive direct or indirect supervision, direction, or evaluation by a faculty supervisor who is a **Related Individual**. The Hospital reserves the right to reduce this possibility of nepotism through a management plan that may include unilateral transfer of either **Related Individual**. See *also* Human Resources - Recruitment and Selection Policy section 1D.

- B. No NYP employee should hire or attempt to influence the hiring or attempt to influence the evaluation or performance decisions for a **Related Individual**. This subsection does not prohibit normal referrals of qualified candidates to other departments.
  - C. No resident should be ranked to match or hired if there is no approved management plan consistent with section 2 below.
  - D. No NYP employee should use their relationship with a **Related Individual** to influence their own work or employment or that of the **Related Individual**.
2. Should any relationships addressed within this policy be identified with either candidates for employment or current employees, the matter should be immediately reported to the Designated Institutional Official and the Vice President of Human Resources or their designee.
- A. A determination will be made whether the relationship is reasonably subject to this policy based on the conditions described above.
  - B. The Human Resources Business Partner ("HRBP") in collaboration with the designated leaders will work with the affected employees to develop a management plan within a reasonable time-frame not to exceed ninety (90) days. The Office of Compliance will be consulted to approve any recommended plan.
  - C. NYP reserves the right to exercise actions as may be necessary to achieve the intent of this policy. NYP reserves the right to vary from the guidelines outlined in this policy to address unusual circumstances on a case by case basis.
  - D. It is the responsibility of every employee to identify any potential or existing familial or romantic relationship that falls under the definitions provided or intent of this policy. Employees who fail to disclose relationships covered by this policy will be subject to corrective action up to and including termination of employment.

See also Human Resources – Nepotism and Employee Conflicts Policy.

**APPROVAL DATES:**

Reviewed by GME Office: October 2024

Approved by GMEC: January 2023

Approved by the Medical Board: March 2023