

August 2026

Dear Program Directors and Program Coordinators,

Attached are the following documents for the 2027 recruitment season:

- Sample copy of the Graduate Staff Agreement
- Sample copy of the 2026-2027 Salaries
- Medical Malpractice and General Liability
- Sample of the NYPH Benefits Overview
- Time off and 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 2026-2027

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, 2026, through June 30, 2027, 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. 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. Details of such insurance are available in Medhub ([GME Professional Liability Insurance](#)).
- B.
- C. **Amenities:** The Hospital shall also provide 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.

- D. **Benefits:** The Hospital shall provide 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](#)
- E. **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.
- F. **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**.
- G. **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.
- H. **Clinical and Educational Work Hours:** Resident work 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 work hours and fatigue are available here: [Clinical and Educational Work Hours Policy](#) and [Monitoring and Addressing Fatigue in Graduate Staff Policy](#). Program policies regarding work hours are available in each department.
- I. **Counseling, medical, and psychological support services:** Counseling, medical and psychological support services are provided through COPE GME. More information can be found [here](#). Additional medical support services are available through GSM's individual health insurance coverage.
- J. **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

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 NYS and institutional requirements for health care facility personnel.

Pre-placement health clearance may require further evaluation of medical conditions and may delay 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.

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 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, Medical Staff Professionalism Manual, and the 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.
 - e. Nepotism in the Workplace
 - f. Conflict of Interest – including completing a conflict-of-interest questionnaire prior to becoming a Key Person of the NewYork-Presbyterian Organization and annually thereafter
- H. Abide by Joint Commission standards and applicable federal, state, and local laws and regulations, including, without limitation, 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 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 work hour policies, report clinical and educational work 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 the Hospital.
- O. 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 the Hospital or give the appearance of speaking on behalf of the Hospital unless specifically authorized by the Hospital, including through personal social media accounts.
- U. Be responsible for becoming familiar with the specific board eligibility requirements, which may include successful completion of ACGME-accredited training, satisfactory evaluations, procedural or case log documentation, examination requirements, and compliance with professionalism and ethical standards. Final determination of board eligibility rests solely with the certifying board. The Training Program is designed to provide the clinical, educational, and professional experiences necessary to meet the requirements for initial eligibility for certification by the appropriate specialty board. Eligibility for certification by the relevant specialty board is determined by the requirements of the applicable certifying board and is not guaranteed by participation in this Training Program.

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. GSM will be evaluated at least semi-annually on the knowledge, skills, and professional growth of GSM. The results of this evaluation shall be made known to GSM by the Program Director and available for review on NYP's web-based graduate medical education management system

(MedHub). GSM is responsible for reviewing all available evaluations in the web-based graduate medical education management system.

- 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. 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, 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 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

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).

GSM agrees NOT to:

- A. Access confidential information that 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.

GSM agrees to:

- A. Access and use confidential information only as needed to perform GSM's legitimate duties.
- B. Accept responsibility for all activities undertaken using 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.

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 GSM's appointment and continue after termination or expiration of the appointment.
- C. GSM has no right or ownership interest in any confidential information referred to in this Agreement.
- D. The 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, the Medical Staff Professionalism Manual, and the Rules and Regulations of the Medical Staff insofar as they are applicable to GSM, 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 GSM's professional qualifications and competence, physical and mental health status to perform GSM's obligations under this Agreement, and professional and ethical qualifications. Failing to provide such copies may adversely affect 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 tGSM 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 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 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: Senior Vice President and Chief Academic Officer

Date:

GRADUATE STAFF MEMBER

Signature:

Name:

NewYork-Presbyterian Hospital
2026-2027 Graduate Medical Education Salary & Stipend Summary

Total Annual Direct Pay Summary:

<u>Graduate Staff Level</u>	<u>Salary Effective July 2026</u>	<u>Annual Living Supplement (\$1,875 paid quarterly)</u>	<u>Annual Academic Activities Stipend (\$500 paid semi- annually)</u>	<u>Annual Transportation (\$1,000 Lyft credit provided semi-annually)</u>	<u>Annual Food (\$180/month on NYP meal card)</u>	<u>Total Compensation Effective July 2026</u>
PGY 1	\$96,600	\$7,500	\$1,000	\$2,000	\$2,160	\$109,260
PGY 2	\$107,000	\$7,500	\$1,000	\$2,000	\$2,160	\$119,660
PGY 3	\$115,700	\$7,500	\$1,000	\$2,000	\$2,160	\$128,360
PGY 4	\$119,100	\$7,500	\$1,000	\$2,000	\$2,160	\$131,760
PGY 5	\$123,000	\$7,500	\$1,000	\$2,000	\$2,160	\$135,660
PGY 6	\$125,200	\$7,500	\$1,000	\$2,000	\$2,160	\$137,860
PGY 7	\$129,100	\$7,500	\$1,000	\$2,000	\$2,160	\$141,760

License reimbursement is \$735 for the initial licensing fee and \$600 for renewal every two years.

Medical Malpractice and General Liability

- The Hospital provides Medical Malpractice and General Liability coverage to residents and fellows for the duration of their employment at NewYork-Presbyterian Hospital (or its subsidy areas and affiliates).
- Professional Liability and General Liability coverage applies within their scope of employment at NewYork-Presbyterian Hospital, regardless of location. Activities and Professional Liability services out of NewYork-Presbyterian's scope of employment are not covered.
- This insurance provides coverage for all claims alleged to have arisen from the employment period, regardless of when claim is first made. As such, no tail purchase will ever be necessary.

For questions, additional information, or claims history requests, please contact Marjorie Moran at mam9160@nyp.org.

Appendix B Life is full of important moments, and at NewYork-Presbyterian, we're committed to supporting you and your loved ones through every stage.

We invest strongly in our Total Rewards programs—including compensation, retirement, benefits, and growth opportunities—to attract and retain top talent and uphold our mission of delivering compassionate, high-quality care.

Whether you're growing your family, managing health concerns, planning for the future, or preparing for the unexpected, NYP offers a wide range of benefits to help you choose the options that best meet your needs throughout your life.

For additional information, including plan details and coverage summary, visit the [Benefits Hub](#). NYP's Digital Benefits Guide at nypbenefitsguide.com is also available 24/7 from any device.

Health Care Benefits	
Eligibility	- Full-time or part-time employees scheduled to work at least 17.5 hours per week are eligible to enroll in NYP benefit plans. - Coverage eligible, once enrolled, is effective on your date of hire. - An employee cannot have dual coverage under the NYP medical, dental, and/or vision plans. - An NYP employee who is also a spouse, domestic partner, or child of another NYP employee is considered an eligible dependent. However, they may be enrolled only once—either as an employee or as the dependent of their spouse, domestic partner, or parent. - For married employees or domestic partners who are both NYP benefit-eligible employees: - You can enroll individually for medical, dental, and/or vision coverage. - If you enroll in individual plans and cover dependent child(ren) for medical, dental, and/or vision benefits, the child(ren) must be covered under the spouse or domestic partner earning the higher salary. - Spouse or Domestic Partner: You can cover your spouse or domestic partner (of the same or opposite sex) for benefits. - Children: Benefits are available for your biological, adopted, stepchildren, children for whom you are a legal guardian, and any child(ren) you or your spouse/domestic partner is required to provide coverage for pursuant to a qualified medical child support order. Medical, dental, and/or vision coverage is available until the end of the year when the dependent turns 26. Dependent children who remain disabled and unmarried are eligible for medical coverage regardless of age. - Dependent coverage can only be maintained under an employee's plan. In other words, a dependent cannot be enrolled in coverage unless the employee is also enrolled
Medical Plans (includes prescription drug coverage)	- You have the choice of two medical plans offered through Aetna: EPO (in-network services only) or POS (in- and out-of-network services). Check out NYP Choose My Plan, an easy-to-use tool to help guide you to the right NYP medical plan that makes sense — based on your needs. - Prescription drug coverage is automatically provided through CVS Caremark with either medical plan. - Coverage is effective until the end of the year the dependent turns 26. - Visit the Benefits Hub for more information regarding plan details.

Dental Plans	• There is a choice of two dental plans offered through Aetna: DMO and PPO Plan. The plans provide preventive, basic, and major services (including implants). Check out NYP Choose My Plan, an easy-to-use tool to help guide you to the right NYP dental plan that makes sense — based on your needs. • Orthodontia care is provided for children up to age 23 in both plans. • Adult orthodontia is covered under the Aetna DMO plan only. • Coverage is effective until the end of the year the dependent turns 26. • Visit the Benefits Hub for more information regarding plan details.
Vision Plan	• The Aetna Vision plan offers in-network and out-of-network benefits for eye exams, frames & lenses, and contacts. Enroll in the Vision Plan for coverage of annual eye exams, glasses, frames, or contacts. (An annual eye exam, including vision assessment by an ophthalmologist or optometrist, is covered under both Aetna medical plans. • Coverage is effective until the end of the year the dependent turns 26. • Visit the Benefits Hub for more information regarding plan details.
NYP Virtual Urgent Care	• Video chat with one of our board-certified Emergency or Pediatric Emergency Medicine physicians from Columbia and Weill Cornell Medicine, who will provide an examination, diagnosis, and treatment plan virtually. It is an easy and convenient way to diagnose and treat sniffles, upset stomachs, sore throats, and more. • Individuals covered by NYP Aetna insurance, and their dependents, can access Virtual Urgent Care for a \$0 copay. • If you do not have NYP Aetna insurance, other insurances are accepted and can be billed for this service. • Visit the Benefits Hub for more information regarding plan details.
Additional Benefits	
Flexible Spending Accounts (FSAs)	• A Flexible Spending Account (FSA) is an employer-sponsored benefit that lets you contribute pre-tax income to pay for eligible expenses such as medical, dental, vision, prescription, dependent care, or commuter costs. Because contributions are made before taxes, an FSA helps reduce your taxable income and lower your overall costs. There are 3 types of accounts: healthcare, dependent care, and commuter.
Health Care FSA	• Health Care FSA: Contribute up to the allowable maximum (\$3,400 for 2026) on a pre-tax basis for eligible, out-of-pocket health care expenses, including copays and deductibles. • This should be used for healthcare costs associated with personal medical expenses, including those of eligible dependents. • Click here for a complete list of eligible expenses. • Visit the Benefits Hub for more information regarding plan details.
Dependent Care FSA	• Dependent Care FSA: Contribute up to the allowable maximum (\$5,000 for 2026 per household per year) on a pre-tax basis for eligible dependent care expenses, including elder care. • A qualifying dependent may be a child under age 13, a disabled spouse/domestic partner, or an older parent in eldercare. • This plan does not cover any healthcare-related expenses.

	○ <i>Please Note:</i> As part of recent legislative updates, the “Big Beautiful Bill” raised the allowable Dependent Care Flexible Spending Account (DC FSA) contribution limit to \$7,500 for 2026. However, NewYork-Presbyterian will maintain the current maximum annual election limit of \$5,000 for the upcoming plan year. This decision is primarily based on IRS requirements mandating annual nondiscrimination testing for DC FSAs. These tests ensure that the plan does not disproportionately benefit highly compensated employees (defined by the IRS as those earning over \$155,000 annually). • Click here for a complete list of eligible expenses. • Visit the Benefits Hub for more information regarding plan details.
Commuter Benefits	• Mass Transit FSA: Contribute up to the allowable maximum (currently \$340 per month) on a pre-tax basis for work-related public transit. • Commuter Parking FSA: Contribute up to the allowable maximum (currently \$340 per month) on a pre-tax basis for work-related parking. • To enroll in commuter benefits, employees must contact Health Equity. • Visit the Benefits Hub for more information regarding plan details.
Legal Plan	• 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: • Legal Plan: Covers you, your spouse/domestic partner and child(ren) • Legal Plan Plus Parents: 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. • Visit the Benefits Hub for more information regarding plan details.
Short-Term Disability (STD)	• Coverage provides up to 50% of income replacement, and covers maternity, mental illness, and substance abuse. • Benefits are capped at \$1500 per week and are paid for a duration of up to 26 weeks. Weekly benefit amounts of \$200 to \$1500 can be purchased in \$100 increments, rounded up to the next \$100. • You may choose to have your benefits begin after 15 days or 30 days of an approved injury/sickness. There is no limitation for a Pre-existing Condition, meaning Evidence of Insurability is not required. • Visit the Benefits Hub for more information regarding plan details.
Long-Term Disability (LTD)	• You are automatically enrolled in the Basic Hospital-paid LTD Plan that provides you with a benefit equal to 60% of your monthly pre-disability earnings to a maximum of \$10,000. • LTD benefit payments begin after you are disabled for 180 consecutive days. • Visit the Benefits Hub for more information regarding plan details.

Basic Life Insurance	• 100% Hospital-paid benefit equal to 1x annual salary (minimum benefit \$50,000). NYP provides basic life insurance equal to 1 time your annual base salary, and the opportunity to purchase additional coverage for you and your dependents. • You can designate anyone as your beneficiary for life insurance. Be sure to keep your beneficiary election up to date. • Visit the Benefits Hub for more information regarding plan details.
Supplemental Life Insurance	• 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. • You can designate anyone as your beneficiary for life insurance. Be sure to keep your beneficiary election up to date. • Visit the Benefits Hub for more information regarding plan details.
Accidental Death & Dismemberment Insurance (AD&D)	• You have the option to purchase AD&D, which protects you and your family if a serious injury results in your accidental death or dismemberment. • You may purchase coverage from 1x to 5x your annual salary. • You can designate anyone as your beneficiary for life insurance. Be sure to keep your beneficiary election up to date. • Visit the Benefits Hub for more information regarding plan details.
Spouse Life Insurance	• 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. • Domestic Partners are covered under this plan. • When both spouses or domestic partners are NYP benefit-eligible employees, neither individual may elect Spouse/Domestic Partner Life Insurance coverage for the other. • Visit the Benefits Hub for more information regarding plan details.
Child Life Insurance	• Child life insurance is available until the end of the month when the dependent child turns 26. You can insure your domestic partner's unmarried dependent child(ren) for coverage from \$2,000 up to \$10,000. • When both spouses or domestic partners are NYP benefit-eligible employees and have child(ren), only one parent can elect life insurance for dependent children. • Visit the Benefits Hub for more information regarding plan details.
Accident Insurance	• This coverage is paid by you and is available for yourself and your eligible dependents. It offers cash payments for a range of accidental injuries and the services incurred as a result. You must be actively at work with your employer on the day your coverage takes effect. • Accidental Injury Benefits provide an additional cash benefit after an accident. ○ It can be used in any way you choose, like: ▪ Deductibles or X-ray copays ▪ Food ▪ Housing ▪ Utilities • Visit the Benefits Hub for more information regarding plan details.

Critical Illness Insurance	- This plan offers cash payments if you are diagnosed with a covered serious illness, such as cancer, heart attack, or stroke. These payments can help you manage unexpected costs and give you greater control over your finances. You must be actively at work with your employer on the day your coverage takes effect. - 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 \$30,000 - Visit the Benefits Hub for more information regarding plan details.
Financial Benefits	
Retirement Savings Plan	- 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 \$24,500 for those under 50 (or \$32,500 if age 50 or older) and over, which includes the age 50 catch-up contribution of \$8,000. A "super catch-up" applies to those aged 60 through 63 and allows for contributions of up to \$36,000 in 2026. - You are immediately eligible to participate. Contact Empower to enroll. Visit NYP-retire.com - Visit the Benefits Hub for more information regarding plan details.
Discount Programs - PerkSpot	PerkSpot is NYP's employee discount hub, offering discounts on electronics, travel, dining, apparel, pet supplies, home and garden, and more. Create Your Account with your NYP email address. - Visit the Benefits Hub for more information regarding plan details.
Education Loan Advising	- Access student loan assistance tools through EdAssist to help you reach your financial goals. - Your benefit provides access to: - One-on-one expert guidance on how to tackle your current student loan debt. - Identification of cash flow sources that can be used to pay down your education debt. - A secure solution to storing student loan details, scheduling coaching sessions, and more. - Helpful resources to manage your debt like live and on-demand webinars, loan calculators, and an online loan marketplace. - Visit the Benefits Hub for more information regarding plan details.
Family Friendly Benefits	
IVF and Fertility Preservation Benefit	- Under the Aetna POS medical plan access a broad network of professionals, including Aetna's fertility specialists, and lifetime support up to \$30,000. - IVF benefits include fertility preservation (cryopreservation and storage for eggs and embryos, in addition to sperm banking). - If you are guided to the POS plan for IVF or fertility preservation, please visit the Infertility tab of the NYP Aetna microsite for additional information. This can be found in the BenefitsHub. - Visit the Benefits Hub for more information regarding plan details.
Adoption & Surrogacy Assistance	Reimbursement of up to \$15,000 per adoption for eligible employees. Qualified adoption expenses include adoption fees, court costs, attorney fees, travel expenses, and other expenses directly related to the adoption.

	• Surrogacy Assistance Benefit - Reimbursement of up to \$15,000 for all eligible, related expenses, per birth event for eligible employees. Qualified surrogacy expenses include court costs, legal fees, surrogacy agency fees, and related medical expenses. This benefit is taxable. • Eligible employees are full-time benefits-eligible NYP employees who have completed 12 or more consecutive months of service. • For additional information, log on to HealthEquity or call 877-924-3967, Monday – Friday between 8:00 a.m. and 8:00 p.m. • Visit the Benefits Hub for more information regarding plan details.
Pediatric Behavioral Health Support	• 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 a NYP Aetna medical plan. • Visit the Benefits Hub for more information regarding plan details.
Special Needs Support	• Bright Horizons Special Needs provides assistance for employees with concerns regarding their child's development. In addition to 10 sessions of 1:1 expert coaching annually, the program also features an intelligent platform with customized content, an ask-the-expert feature, state-specific guidelines, and much more. • Visit the Benefits Hub for more information regarding plan details.
Lactating Employees	Refers to regulations that require employers to support employees who are breastfeeding or expressing breast milk at work. • This benefits provides: ○ Reasonable break time for an employee to express breast milk for one year after the child's birth. ○ A private, non-bathroom space that is shielded from view and free from intrusion for expressing milk. ○ Ensures the space is functional, clean, and safe, with access to a chair, flat surface, and ideally an electrical outlet and nearby sink. • Visit the Benefits Hub for more information regarding plan details.
Bright Horizon Back-up Child and Adult/Elder Care	• 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. • Visit the Benefits Hub for more information regarding plan details.
Bright Horizon College Coach	• 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. • Visit the Benefits Hub for more information regarding plan details.
Bright Horizon Enhanced Elder Care Support	• 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. • Visit the Benefits Hub for more information regarding plan details.
Vivvi Child Care	• 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 infants through preschool-aged children, ages 6 months to 5 years, and is open Monday through Friday, 6:00 a.m. to 8:00 p.m. • Visit the Benefits Hub for more information regarding plan details.
Paid Parental Leave	• Spending time with your new child – whether through birth, adoption or surrogacy – is a precious time. NYP Paid Parental Leave Policy covers eligible employees welcoming a child through birth, adoption, or surrogacy. • Parental leave benefits, which include paid leave, are available to eligible employees with at least one year of service. • All Paid Parental Leave Time must be taken within 26 weeks after the birth or adoption and placement of the child. • Contact your Graduate Medical Education Liaison Coordinator for more information if you need to take a leave of absence. • Visit the Benefits Hub for more information regarding plan details.
NYS Paid Family Leave	• NYS Paid Family Leave provides eligible employees job-protected, partial paid time off to bond with a newly born, adopted or fostered child, care for a family member with a serious health condition, or assist loved ones when a spouse, domestic partner, child, parent, or sibling is deployed abroad on active military service. • Contact your Graduate Medical Education Liaison Coordinator for more information if you need to take a leave of absence. • Visit the Benefits Hub for more information regarding plan details.
Wellbeing	
NYPBeHealthy Employee Health & Wellbeing Program	• 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. • 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. • Visit the Benefits Hub for more information regarding plan details.
CopeNYP	• CopeNYP provides quick, free access to confidential and supportive counseling for employees, their immediate family, and household members. • Appointments can be scheduled for either in-person or virtual counseling sessions.
Resources	
Graduate Staff Contributions (26 Paychecks)	• Visit the virtual Benefits Hub – 24/7 virtual access to review all the benefits and wellbeing programs available to you. Sign on via single sign-on using your hospital CWID and password. • Once logged in to Benefits Hub please visit the Resource Room to review the Bi-Weekly Rate Sheet.
HR Connects	• Contact HR Connects for convenient access to HR support and services through live chat, voice, and email. HR Connects is accessible 24/7 online, with live support Monday – Friday, from 8 a.m. to 6 p.m. • Chat live with HR Connects Advisors, Monday – Friday from 8 a.m. – 6 p.m. or schedule an appointment.
Benefits Vendor Contact Information	
Aetna – Medical, Dental, Vision	• Medical: 866-267-1091 • Dental: 877-238-6200 • Vision: 877-973-3238 • Email: nyp.aetna.com

	Website: www.aetnavision.com
Brightline – Pediatric Behavioral Health Care	Website: https://www.hellobrightline.com/
Bright Horizons – Back-Up Child and Adult/Elder Care, Enhanced Elder Care, Special Needs Support	- Phone: 877-BH-Cares (242-2737) - Website: https://clients.brighthouse.com/nyp - To register: - Employer Username: nyp - Employer Password: care4you
Bright Horizons – College Coach	- Phone: 888-527-3550 - Email: NYP@getintocollege.com - To register: - Website - https://passport.getintocollege.com - Passcode: NYPcoach
CopeNYP – Employee Assistance Program	- Phone: 646-962-2710 - Email: CopeNYP@med.cornell.edu
CVS Caremark – Prescription Plan	- Phone: 877-232-8103 - Website: www.caremark.com
Empower – Retirement Savings Plan	- Phone: 877-778-4NYP - Website: www.nyp-retire.com
Hartford – Accident Insurance, Critical Illness, Life, AD&D, Supplemental Life Insurance, Short and Long Term disability	Phone: 877-320-0484
HealthEquity – Flexible Spending Accounts (FSAs), Adoption & Surrogacy Assistance	- Phone: 877-924-3967 - Website: www.healthequity.com
MetLife Legal – Legal Plans	- Phone: 800-821-6400 - Website: www.legalplans.com
PerkSpot – Discount Hub	Website: nyp.perkspot.com (Create your account with your NYP email address)
NYPBeHealthy -- Wellbeing Coaching	Email: NYPBeHealthy@nyp.org

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

TITLE: PAID TIME OFF & LEAVES OF ABSENCE

REFERENCES:

In accordance with Section 4.8 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 Commission on Dental Accreditation (CODA)-accredited programs Graduate Staff Members (collectively, "GSMs", and individually, "GSM") will receive paid time off entitlements for certain qualifying conditions. This policy also requires NYPH to provide these GSMs 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 NYPH employed GSMs in ACGME-accredited and CODA- accredited training programs may request paid time off starting the day the GSM is required to report to work.

PAID TIME OFF

At the beginning of each academic year, GSMs are eligible for, and will be provided (i.e., front loaded), the following days of paid time off:

- 20 vacation days
- Up to 7 paid Sick Days, totaling no less than 56 hours of paid sick time in accordance with New York State's Sick Leave Law (NYSLL) and New York City's Earned Safe and Sick Time Act (ESSTA) (collectively referred to as the "Leave Laws"). In addition, GSMs shall also be afforded a separate bank of 4 days, totaling no less than 32 hours of unpaid ESSTA hours protected by the Leave Laws each year. This time can be used for the following:
 - Personal illness and routine medical appointments on a regularly scheduled workday. Time may also be used to respond to incidents of workplace violence or public disasters.
 - To care for a family member who is ill, including a minor or care recipient, or if a GSM's child's school or childcare provider, or the Hospital, are closed due to a public health emergency.
 - To address exposure to a communicable disease – whether their own or their family members' – when it has been determined by the public health

authorities that the exposed person's presence in the community may jeopardize the health of others. This is true whether or not the exposed individual has actually contracted the communicable disease.

- For "Safe Time" which allows GSMs who have suffered acts or threats of domestic violence, a family offense, sexual offense, stalking or human trafficking, against themselves or family members, to use this time to address issues that may come up in connection with such actions or threats.
 - For the purposes of this policy, "family member" is an individual related by blood and any individual whose close association is equivalent of a family relationship, including but not limited to spouse, domestic partner, parents or legal guardians, children, grandparents, grandchildren, sibling (i.e., a GSM's brother or sister, half-sibling, step-sibling and siblings related through adoption); and the child or parent of a GSM's spouse, domestic partner or household member.
 - A "household member" is (i) people related by blood or affinity; (ii) people legally married to or in a domestic partnership with one another; (iii) people formerly married to or in a domestic partnership with one another regardless of whether they still reside in the same household; (iv) people who have a child in common, regardless of whether they have been married or domestic partners or have lived together at any time; and (v) people who are not related by blood or affinity and who are or have been in an intimate relationship, regardless of whether such people have lived together at any time.
- 3 bereavement days
 - 1 Cultural Heritage Day, which is intended to allow GSMs an opportunity to celebrate a day that is meaningful to them and their cultural heritage, subject to review and approval by program leadership.
 - Up to 99 Paid Leave Days, which may be used for medical, parental, and/or caregiver leave(s) for qualifying reasons that are consistent with this policy and applicable laws at least once and at any time during an ACGME-accredited or CODA-accredited program, starting the day the GSM is required to report to work. The sections below on medical, parental, and caregiver leave provide additional information on leave time and pay. Also, please see Procedure for Requesting a Leave of Absence below for details on how to apply for a leave.
 - Professional Development: in addition, up to five (5) Paid Leave Days can be used for conferences, interviews, or other professional development activities, subject to approval by program leadership. If additional Paid Leave Days are needed for interviews, such time may be provided at the discretion of program leadership.

GSMs 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, unless otherwise required by law. These days are replenished annually, according to the start date listed on the GSM's contract.

LEAVES OF ABSENCE

A leave of absence is an excused absence from work for an approved reason with supporting medical documentation and/or other applicable forms. GSMs may request leaves of absence for all the reasons enumerated in the Family & Medical Leave Act (FMLA), including the military family leave entitlements, as well as personal reasons or as medical accommodations. NYPH may also provide additional leave time and continuation of benefits for GSMs as defined by current Hospital policy and applicable state, city and federal laws such as the Americans with Disabilities Act (ADA) and New York State Paid Family Leave Law (PFL).

The FMLA provides eligible GSMs with up to 12 weeks of unpaid leave in a rolling 12-month period for their own illness or injury; or to care for a family member. Leave to care for a covered injured or ill service member can be taken for up to 26 weeks in a rolling 12-month period. To the extent permitted by law, FMLA will run concurrently with all qualifying leaves of absence, including the PFL.

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. GSMs may contact the GME Office for additional information. Requests for personal leaves of absence, including leaves of absence for non-ACGME related activities, will be carefully considered in accordance with applicable laws and the operational needs of NYPH.

A. PROCEDURE TO REQUEST A LEAVE OF ABSENCE

In order to request a leave of absence, or extend an existing leave of absence, the GSM should notify the GME Office at GMEoffice@nyp.org. In addition to submitting the leave of absence request to the GME Office, the GSM must contact the Hartford either by phone (888-899-2374) or online (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. When reasonably foreseeable, GSMs should provide up to 30 days advance notice to their program leadership and the GME Office when requesting a leave of absence.

B. MEDICAL LEAVE

Medical leave is available to support GSM needs for time away from work to recover from a serious health condition that renders them unable to perform the essential functions of their position. A 'serious health condition' is an illness, injury,

impairment or physical or mental condition that requires inpatient care or continuing treatment by a health care provider.

C. CAREGIVER LEAVE

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 or continuing treatment 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.
8. **Sibling:** A sibling is a Graduate Staff member's biological or adopted sibling, a half sibling or stepsibling.

D. PARENTAL LEAVE

Parental leave is available to employees who become parents for the birth, adoption, or surrogacy of a child, regardless of gender, including employees who give birth, non-birthing parents, employees who become parents through surrogacy (i.e., intended parents), and, as applicable, employees who serve as gestational carriers. Graduate Staff are eligible for up to 26 weeks of Parental Leave, a portion of which will be paid.

Parental leave time must be taken consecutively and within 52 weeks after the birth, adoption or surrogacy of the child.

DEFINITIONS: For purposes of this section, the 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 leave, the GSM must certify that they will be the child's Parent in accordance with this definition—(a) biological; (b) adoptive; or (c) surrogate (for gestational carrier or intended parent)).

E. PAY DURING MEDICAL, CAREGIVER & PARENTAL LEAVE

In accordance with ACMGE Institutional Requirement IV.H.1.a, each GSM shall be permitted a total of (6) weeks of paid medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with the applicable state and federal laws, at least once and at any time during the Graduate Staff program, starting on the day the GSM is required to report to work (ACGME Leave Time). The first (6) weeks of the first approved medical, parental, or caregiver leave shall be provided to the GSM at an equivalent of 100 percent of their salary. One (1) week of paid time off shall also be reserved for use outside of the first six (6) weeks of paid leave during the academic year that a GSM takes his/her first paid medical, parental, or caregiver leave. The Paid Leave Days and Vacation days provided by NYPH meet this ACGME requirement.

DURATION AND PAY DURING MEDICAL AND CAREGIVER LEAVES

- Medical and Caregiver Leave time will run concurrently with all applicable NYP leave policies, NYS and federal Leave Laws such as FMLA, and ACGME requirements, unless otherwise required by the Leave Laws.
- As mentioned above, GSMs covered under this policy will receive 6 weeks of paid ACGME Leave Time. This may be used for Medical and/or, Caregiver leave and will run concurrently with the FMLA, the Leave Laws and other applicable leave-related laws (i.e., short-term disability, etc.), as may be applicable. These 6 weeks will be taken from the GSM's Paid Leave Days' bank.
- After utilizing the 6 paid weeks of ACGME Leave Time, GSMs may be entitled to additional paid leave time using Paid Leave Days and/or sick time.
- For GSMs on Medical leave who qualify for FMLA time, the 6 weeks immediately following the ACGME leave time would be protected under the FMLA. If a GSM is not eligible for FMLA or has exhausted their FMLA entitlement, they may also be eligible for a leave of absence as a reasonable accommodation in accordance with applicable federal, state and local laws (i.e., the Americans with Disabilities Act, the New York State Human Rights Law and/or the New York City Human Rights Law). Additional leave time approved will be paid using available Paid Leave Days and/or sick time.
- For GSMs on Caregiver leave who qualify for FMLA, the 6 weeks immediately following the ACGME leave time would be protected under the FMLA. Where applicable, GSMs may be eligible to receive partial wages under the New York State Paid Family Leave Law (NYS-PFL) for additional time approved under FMLA.
- GSMs who are not eligible for Paid Family Leave, or exhaust their Paid Leave Days and Sick days, but are approved for additional leave of absence will be unpaid, but will have the option to use available vacation days. GSMs must provide written notice to the GME Office should they choose to be paid using vacation time.

DURATION AND PAY DURING PARENTAL LEAVES

Birthing Parent/Gestational Carrier

- During the disability period of the GSM's leave, which covers the time needed to miss work due to their own serious health or pregnancy-related condition, in addition to the 6-8 weeks post-partum period (Normal deliver: 6 weeks, C-section: 8 weeks if medically certified), GSMs will be paid from their Paid Leave Days bank. Note that this paid time fulfills the minimum 6 paid weeks required under ACGME Institutional requirement IV.H.1.a.
- After the disability period, GSMs may be eligible for partial wages for an additional 12 weeks under the PFL.
- Once Paid Family Leave is exhausted, GSMs can choose to use available vacation time to receive full pay for additional time taken.
- GSMs that are not eligible for Paid Family Leave or wish to receive full pay can choose to use available vacation time. GSMs must provide written notice to the GME Office should they choose to use vacation time.

Non-Birthing, Adoptive, or Parents by Surrogacy (i.e., Intended Parents)

- GSMs covered under this policy will receive 6 weeks of paid time for Parental Leave, which fulfills the minimum 6 paid weeks required under ACGME Institutional requirement IV.H.1.a. This time will come from your Paid Leave Days bank.
- In addition, GSMs may also be eligible for partial wages for an additional 6 weeks under the NYS Paid Family Leave Law.
- Once Paid Family Leave is exhausted, GSMs can choose to use available vacation time to receive full pay for additional time taken.
- GSMs that are not eligible for Paid Family Leave or wish to receive full pay can choose to use available vacation time. GSMs must provide written notice to the GME Office should they choose to use vacation time.

Additional Considerations

- GSMs who choose to delay their parental leave start date are only eligible for the leave duration up to 26 weeks within 52 weeks of the date of birth, adoption or placement. Any delayed Parental Leave start dates are subject to the discretion and approval of the Program. GSMs should contact the GME office and the Hartford to discuss any delays or changes to their leave. See Section A for additional information.
- GSMs who choose to return to work before their 26 weeks are exhausted will forfeit the remainder of the Parental Leave duration.
- To the extent permitted by law, all paid parental leave time will run concurrently with all applicable NYP leave policies, New York State and federal leave laws, and ACGME requirements.

F. NEW YORK STATE PAID PRENATAL LEAVE

Eligible GSMs can use protected time off for prenatal care for up to 20 hours of healthcare services received during a pregnancy or related to a pregnancy. Under Hospital policy, all GSMs who are the birthing parent, defined as the parent directly receiving the healthcare services, are eligible to use up to 20 hours of paid prenatal time during any 52-week period for the reasons set forth below:

- o Physical examinations
- o Medical procedures
- o Monitoring and testing
- o Abortion care or post miscarriage examinations
- o Fertility treatment or care appointments, including in vitro fertilization
- o Or discussions with a healthcare provider related to pregnancy.

Eligibility: GSMs who are the birthing parent are eligible to use paid prenatal leave from their date of hire. There is no waiting period. Paid prenatal leave is for prenatal care appointments only and cannot be used for post-natal care or during leave of absence for birth.

Procedure: To receive paid prenatal time, please notify your program director and program coordinator. Please note, GSMs are not required to disclose or provide written medical information. Once requested, this time can be coded as “prenatal” by your program director or coordinator. GSMs do not need to contact the Hartford to utilize paid prenatal time.

Pay & Use: Paid prenatal leave pays up to 20 hours at the GSM’s regular rate of pay and is pulled from a separate bank. This time does not impact the GSM’s vacation, sick, or paid leave days. Prenatal time may be taken in one hour increments up to a total of 20 hours. Once paid prenatal time is exhausted, team members can choose to use any remaining sick or vacation time to receive pay for a prenatal appointment.

BENEFIT COVERAGE WHILE ON APPROVED MEDICAL OR INJURY LEAVE OF ABSENCE:

During a medical illness or injury leave of absence, NYP will ensure the continuation of health and disability insurance benefits for GSMs and their eligible dependents during any approved medical, parental, or caregiver leave(s) of absence. In addition, group benefit coverage will continue under any approved statutory disability plans.

Group Benefits will be suspended if the GSM is not receiving payments via Hospital policy or statutory disability benefits. Once Group Benefits are suspended, the GSM must remit the appropriate premiums on a monthly basis directly to NYP’s vendor, Inspira, to continue benefit coverage through NYP. GSMs may choose to continue or discontinue all or some benefits for the duration of their leave, by contacting Inspira directly and specifying which services they wish to continue or discontinue. Group benefits are reinstated the day the GSM returns to work and payment will resume through payroll deductions. Inspira can be reached at the information below:

Phone | (888) 678-7835
Email | directbilling@inspirafinancial.com
Inspira Mailing address
PO Box 953374
St. Louis, MO 63195-3374s

GRADUATE STAFF RESPONSIBILITIES:

GSMs 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. GSMs 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, GSMs are required to provide recertification of the medical condition as requested by NYPH and permitted by law.

GSMs who are absent for 1 scheduled workweek or more for their own personal illness or injury (including maternity and work-related incidents) must be medically cleared to return to work by Workforce Health & Safety (WH&S) prior to returning to work. GSMs who are on a leave of absence for any reason other than their own personal illness or injury must notify their Program Director and the GME Office to discuss expected return to work date and scheduling.

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

LEAVE OF ABSENCE FOR NON-ACGME ACTIVITIES:

It is the policy of some programs to allow GSMs 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, GSMs 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. Please note, however, that this is separate and apart from any medical, caregiver, parental or prenatal leaves discussed above.

While on leave for non-ACGME activities, the GSM 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 FOR REQUESTING LEAVE FOR NON-ACGME ACTIVITY:

The GSM must notify the program and the GME office at GMEoffice@nyp.org at least 120 days in advance of leaving the program.

The GSM 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 GSM 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 GSM returns, the program must request from the ACGME a temporary increase in program complement.
 - Whether the GSM may need to repeat any rotations prior to returning to residency/fellowship; and
- The anticipated graduation date of the GSM.

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 GSMs will be given the opportunity to continue coverage. GSMs should contact HR Connects at hrc@nyp.org or 646-697-4727 regarding continuation of benefits under COBRA.

NOTIFICATION TO GRADUATE STAFF OF IMPACT ON TRAINING & CERTIFICATION:

CERTIFICATION

A GSM may be required to extend their training in order to fulfill all program requirements. A leave of absence may affect a GSM's eligibility for promotion, ability to complete their training within expected time frames or eligibility for specialty board examinations. This determination as to whether a GSM's leave affects their eligibility for promotion or extends their training time frame to fulfill all program requirements is made by the GSM's Program Director, in coordination with the GME Office, and in accordance with Program, ACGME Review Committee, and specialty/subspecialty board requirements and policies.

Prior to taking such leave, the program must provide the GSM with information regarding the impact of such leave on the criteria for satisfactory and timely completion of the program and the GSM'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 GSM may need to complete the onboarding process prior to rejoining the program. Additionally, the GSM may be required to repeat some rotations as determined by the program.

COMPLEMENT CHANGES:

In situations where a leave of absence results in an extension of training or results in non-promotion, and further results in the Program exceeding the approved Resident or Fellow complement, when the GSM returns, the Program must request a temporary increase in Program complement from the ACGME (with prior GMEC approval).

REVIEW/OVERSIGHT

This policy must be available for review to GSMs at any time in the GME office and can also be accessed on the NYP Graduate Medical Education page. In fulfilling institutional oversight responsibilities, the GMEC will provide oversight and monitor implementation of this Policy by programs and requests for leave of absence, including medical, parental, or caregiver leaves of absence, on at least an annual basis.

APPROVAL DATES:

Reviewed by the GME Office: September 2014; May 2019, June 2026

Approved by GMEC: April 2010; September 2020; September 2021; July 2022; August 2025; June 2026

Approved by the Medical Board: May 2010; October 2020; September 2021; October 2022; October 2025; July 2026

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: March 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 4.2 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 4.4 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:

Reviewed by GME Office: April 2018, May 2019, July 2025

Approved by GMEC: September 2008, September 2020, September 2021, September 2024, July 2025

Approved by The Medical Board: May 2010, October 2020, September 2021, October 2025

REFERENCES/ASSOCIATED INSTITUTION-WIDE POLICIES:

- NewYork-Presbyterian Hospital, Office of Graduate Medical Education: Grievances Policy
- Medical Staff By-Laws of New York-Presbyterian Hospital, Section 4.10: Graduate Staff
- NewYork-Presbyterian Hospital, Office of Graduate Medical Education: Transfer Residents Policy
- NewYork-Presbyterian Hospital, Office of Graduate Medical Education: Visa Policy
- NewYork-Presbyterian Hospital, Office of Graduate Medical Education: Non-Renewal of Graduate Staff Agreement Policy
- NewYork-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 Related Individuals to develop a management plan within a reasonable time-frame not to exceed ninety (90) days. The Office of Corporate 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.

CROSS-REFERENCES:

Human Resources – Relationships and Employment Conflicts
Human Resources – Recruitment and Selection Policy

APPROVAL DATES:

Reviewed by GME Office: October 2024; June 2026
Approved by GMEC: January 2023; June 2026
Approved by the Medical Board: March 2023; July 2026