

**ST. JOSEPH'S HOSPITAL HEALTH CENTER
HOUSE STAFF AGREEMENT
DENTAL RESIDENCY PROGRAM**

THIS AGREEMENT is between **St. Joseph's Hospital Health Center**, with an address at 301 Prospect Avenue, Syracuse, New York 13203 (the "**Hospital**"), and , **D.D.S./D.M.D.** (the "**House Officer**"), and shall be effective beginning on **July 1, 2024** (the "**Effective Date**"). Hospital and House Officer are collectively referred to as the "**Parties.**"

RECITALS

A. The Hospital sponsors a one year post graduate level residency program general dentistry (the "**Program**") which is accredited by the Commission on Dental Accreditation (hereinafter "**CODA**").

B. The House Officer has or will satisfy, before the Effective Date of this Agreement, all eligibility, application, and employment screening requirements and desires to complete his/her New York State educational requirements at Hospital.

C. The Hospital desires to appoint House Officer, based upon the contents of House Officer's application and interviews conducted, for a one-year employment term for the purpose of training House Officer at the Hospital or other hospitals and clinical sites affiliated with the Hospital for educational purposes during such term.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

1. APPOINTMENT and TERM. The Hospital hereby appoints the House Officer as a Post-Graduate Trainee in the Hospital's Program commencing on July 1, 2024, and continuing until the latter of either June 30, 2025 or successful completion of the Program requirements (the "**Initial Term**"), upon the terms and conditions set forth in this Agreement.

2. STIPEND. In consideration of the House Officer providing full-time services to the Hospital pursuant to this Agreement, the Hospital shall pay the House Officer a gross annual stipend of **\$64,869.00**, during the Term of this Agreement. Payment will be made in accordance with Hospital payroll policies. Regular upward adjustments to the stipend amounts may occur during the Term of this Agreement and shall not require further Amendment to this Agreement.

3. MEDICAL LICENSE/PERMIT. The House Officer agrees to apply for a New York State License to practice Dentistry at his/her expense, as soon as he/she is qualified to do so. If applicable, until such time as said qualification is met, the House Officer agrees to apply for a Limited Permit on or before the Effective Date of this Agreement.

4. HOUSE OFFICER'S RESPONSIBILITIES: While the primary purpose of the Program is educational, the House Officer will be required to provide full-time patient care services as set forth in this Agreement. The House Officer's performance hereunder will be measured in accordance with the Program curriculum, the House Staff Manual, and the applicable requirements of the CODA.

4.1 Pursuant to this Agreement, House Officer shall competently perform the duties and responsibilities required hereunder and such other services as may be required of residents in the Program at House Officer's level of training. House Officer understands and agrees that the services, duties, and responsibilities House Officer is required to perform hereunder, including House Officer's hours of duty, shall be determined from time to time by the Program Director. The House Officer agrees to perform his/her duties to the best of his/her ability under the

direction of the appropriate member(s) of the attending Medical Staff, teaching staff, and the Hospital's Department of Medical Education. The House Officer shall:

- 4.1.1 Be a graduate of a College of Dentistry, which is (i) accredited by CODA; and, (ii) acceptable to the New York State Department of Education.
- 4.1.2 Satisfactorily and promptly complete the new hire process required by Hospital, including a background check and all other application requirements, when requested by the Hospital but no later than the first day of the Term of this Agreement. As part of these requirements, House Officer understands and agrees that as a condition of appointment, non-U.S. citizens must obtain and maintain the appropriate work authorization to remain and work in the United States and must provide required verification thereof to the Hospital's Human Resource office.
- 4.1.3 Fulfill the requirements described in the House Officer Job Description attached hereto as Exhibit A and incorporated herein by this reference.
- 4.1.4 Participate fully in the curriculum and educational activities of the Program, meet each educational requirement (whether within the Hospital environment or in an outside activity) as detailed in the House Staff Manual and as established by the Hospital, and, as required, assume responsibility for teaching and supervising other residents and students.
- 4.1.5 Develop a personal program of self-study and professional growth with guidance from the teaching staff.
- 4.1.6 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director and as otherwise necessary for the completion of applicable graduation requirements, and attend all required educational conferences.
- 4.1.7 Fully cooperate with the Program and Hospital in coordinating and completing CODA, and other applicable accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, time cards, statistical operative and procedure logs, faculty and Program evaluations, and/or other documentation required by CODA, other accrediting bodies, Hospital, Department, and/or Program.
- 4.1.8 Comply with all laws, regulations and rules pertaining to the practice of dentistry in the State of New York, and with the requirements of the Hospital and the Program, including but not limited to adherence of duty hours restrictions. The House Officer shall adhere to the requirements contained in the House Staff Manual, established Hospital practices, procedures and policies including those of the Hospital Graduate Medical Education ("**GME**") Department and the Program. These policies also include, but are not limited to, policies related to electronic medical record ("**EMR**"), employee work-related injury/illness and body fluid exposure, confidentiality of information, standards of conduct, sexual harassment/discrimination, resident/physician impairment, and accommodation for disabilities.

- 4.1.9 Abide by published institutional and Program requirements regarding House Officer duty hours, supervision and extra clinical services as stated in the House Staff Manual.
- 4.1.10 Abide by and comply with the Hospital's (i) Code of Conduct, (ii) policies and procedures, and (iii) applicable Medical Staff Bylaws and Medical Staff rules and regulations. All requirements contained herein requiring House Officer to abide by Hospital policies and procedures includes and applies equally to the policies and procedures of any other hospital or clinical site where the House Officer is assigned duties as part of the Program.
- 4.1.11 Except as otherwise specified pursuant to the CODA curriculum requirements for the educational program, provide all services hereunder in a manner consistent with The Ethical and Religious Directives for Catholic Health Care Services, as approved by the United States Conference of Catholic Bishops and as may be amended from time to time.
- 4.1.12 Participate in Hospital and Medical Staff committees, activities, and meetings as requested and/or assigned, including but not limited to those that relate to education and patient care review activities.
- 4.1.13 Consider both quality and economical use of resources in the provision of patient care.
- 4.1.14 Keep all protected health information of patients strictly confidential in accordance with state and federal law and as required herein.
- 4.1.15 To the degree medically necessary and applicable, House Officer shall skillfully perform and document those duties customarily performed by a resident at the House Officer's current PGY level in the Program which shall include, but not be limited to:
 - 4.1.15.1 Providing professional medical care to patients of the Hospital and assigned clinical rotation sites in accordance with professional standards of quality and practice protocols and policies adopted from time to time by the Hospital and/or clinical site.
 - 4.1.15.2 Maintaining appropriate and timely medical records, including electronic medical records ("EMR"), which shall at all times be suitable for use by successor physicians, and in strict accordance with Hospital's policies regarding EMR. House Officer will be trained on the EMR software to ensure full compliance with EMR utilization. The House Officer shall complete medical records within the time requirements specified according to Hospital policy.
 - 4.1.15.3 Supervising individuals who participate in the care of patients or rendering services to patients for the purpose of providing high quality patient care.
- 4.1.16 Render services, at all times, to all persons who may present to the Hospital for dental services and care, without regard to the patient's ability to pay for such services and shall not discriminate based on patient's ability to pay. In regard to the treatment of patients unable to pay, House

Officer agrees to provide the same quality of dental services as provided to other patients. House Officer shall provide such care in a competent, cost-effective professional and ethical manner, in accordance with prevailing standards of medical practice, and all applicable statutes, regulations, rules, orders and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction.

- 4.1.17 Document clinical activity using appropriate coding terminology, for verification, or transcription into CPT™ codes, by medical coding personnel. House Officer shall review and approve the billing documents prepared by the medical coding personnel.
 - 4.1.18 Complete medical and billing records and documents in forms and formats specified from time to time by Hospital.
 - 4.1.19 Take all steps reasonably requested by Hospital to assist in the billing and collection of fees and charges for activity performed by House Officer or under House Officer's direction or supervision.
 - 4.1.20 Upon request of Hospital, House Officer agrees to sign such additional forms and agreements reflecting House Officer's privacy, security, confidentiality and intellectual property obligations and responsibilities as Hospital may request from its employees.
 - 4.1.21 Pay all financial obligations owed to Hospital prior to termination of this Agreement, unless otherwise agreed in writing by the Hospital's Chief Medical Officer or the Chief Medical Officer's designee.
- 4.2. Failure to comply with any of the provisions of this Section entitled "House Officer's Responsibilities" or any other provision of this Agreement setting forth duties or obligations of House Officer shall constitute grounds for disciplinary action, including but not limited to termination of this Agreement, in Hospital's sole discretion. However, all such disciplinary action shall be conducted in accordance with the CODA rules, policies and procedures, and the procedures generally described in this Agreement as further described in Section 10 of this Agreement. Any days off due to disciplinary action(s) may be added to the House Officer's contract year and may impact House Officer's ability to complete program requirements in the allotted time and/or to sit for relevant specialty certification boards.

5. HOUSE OFFICER WARRANTIES, REPRESENTATIONS & NOTICE OBLIGATIONS.

- 5.1 The House Officer warrants that he/she is fully qualified and eligible to participate in this Program.
- 5.2 The House Officer warrants that he/she has not been debarred, suspended, or is not otherwise ineligible or excluded from any government health care program, and no material dispute exists between House Officer and any government health care program or utilization review, quality assurance or peer review program that could result in debarment, suspension, ineligibility or exclusion from a government health care program.
- 5.3 To the best of House Officer's knowledge, House Officer is not currently under investigation by any governmental or law enforcement agency and there are no complaints current pending against Physician in any criminal, civil or administrative proceedings.

- 5.4 House Officer represents that House Officer has not been convicted or pled nolo contendere (no contest) to a felony or any crime involving moral turpitude or related to any government health care program.
- 5.5 House Officer shall immediately notify Hospital upon becoming aware of any of the following, whether final or not:
 - 5.5.1 Any event that would render any of the above representations and/or warranties untrue; or
 - 5.5.2 A claim, audit or other investigation of House Officer by any governmental or law enforcement agency; or
 - 5.5.3 That House Officer has been charged with or convicted of any crime or has been debarred, excluded or otherwise becomes ineligible for participation in any government health care program; or
 - 5.5.4 Any complaints filed against House Officer in a civil or administrative action related to House Officer's employment; or
 - 5.5.5 Any criminal arrest, charge, complaint, indictment or criminal proceeding in which House Officer is named as a defendant or a material witness; or
 - 5.5.6 The commencement of any investigation or other proceeding that may result in the suspension, revocation, restriction or other limitation of House Officer's license or authorization to practice dentistry or to prescribe narcotics and controlled substances or exclusions from the Medicare or Medicaid program; or
 - 5.5.7 Any malpractice suit, claim (whether or not filed in court), settlement, allocation, judgment, verdict or decrees against House Officer; or
 - 5.5.8 Any report that has been filed with the New York State Department of Health, Office of Professional Discipline, the National Practitioner Data Bank, or with the Healthcare Integrity and Protection Data Bank regarding House Officer, including, without limitation, the reporting of any inquiry or any investigation or proceeding based on any allegation, against House Officer, of violating professional ethics or standards or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of dentistry.

6. HOSPITAL RESPONSIBILITIES.

Hospital shall:

- 6.1 Provide an appropriate educational program in accordance with all applicable requirements of the CODA, New York State laws and regulations, and/or specialty board eligibility requirements.
- 6.2 Orient House Officer to the facilities, philosophies, rules, regulations, and Policies and Procedures of Hospital and Program Requirements of the CODA, and other appropriate bodies and provide House Officer with the Hospital's House Staff Manual, which shall detail the requirements for the Program.
- 6.3 Ensure supervision of House Officer in accordance with applicable laws, rules, regulations, Hospital policies, and CODA regulations, rules, policies and procedures.

- 6.4 Hospital shall provide House Officer with information relating to access to eligibility for certification by the relevant certifying board. The hospital/residency web site provides the link to the American Board of Medical Specialty (www.abms.org).

7. BENEFITS.

- 7.1 The benefits and other conditions described in this Agreement apply only during the Term of this Agreement.
- 7.2 **Parking.** The House Officer will have access to the Hospital surface parking facilities, subject to and in accordance with the Hospital's current parking policy then in effect.
- 7.3 **Liability Insurance.** Malpractice coverage shall be provided to the House Officer to cover the House Officer in the performance of his/her assigned duties that are part of the Program. This insurance does not provide coverage for any activity outside of the educational programs of the Program in which the House Officer is enrolled, and Hospital is not responsible for liability that may arise from activities outside of the Program.
- 7.4 **House Officer Benefits.** House Officer shall participate with full time House Officers of Hospital, in the fringe benefits plans provided by Hospital, including Hospital's retirement plan, health/dental insurance, life insurance, and disability insurance.
- 7.5 **Vacation.** Residency policies regarding leave and program completion are as stated in the House Staff Manual section on "*Leave of Absence*".
- 7.5.1 **Paid Time Off.** House Officer will be entitled to Paid Time Off (PTO) and Holiday pay that is consistent with the Hospital's Time Away From Work Policies, which may change from time-to-time in Hospital's sole discretion. The allowances are reduced pro rata if House Officer is less than a 1.0 FTE status. All PTO must be preapproved by House Officer's Supervisor.
- 7.5.2 **Continuing Medical Education.** House Officer will be entitled to Continuing Medical Education (CME) days as per Hospital's Policy, which may change from time-to-time in Hospital's sole discretion. The allowances are reduced pro rata if Physician is less than a 1.0 FTE status.
- 7.6 **Expenses/Dues.** The Hospital shall reimburse House Officer for eligible expense in an amount consistent with Hospital's personnel policies and procedures and benefit package which may change from time-to-time in Hospital's sole discretion, including: (1) House Officer's membership dues relative to Physician's specialty; and (2) reimbursement for continuing education expense, in the House Officer's field of medicine including DVDs, webinars, computer software, professional books and periodicals. The cost of travel, tuition, registration, board and lodging for attendance at CME activities shall be included in such authorized reimbursement amount. House Officer shall be reimbursed for the above-mentioned costs on House Officer's presentation to Hospital of an itemized expense voucher. The allowances are reduced pro rata if House Officer is less than a 1.0 FTE status. Approval of expenses will be subject to review and adherence to the Hospital's Travel and Expense Policy.

8. OUTSIDE EMPLOYMENT. Although not prohibited, outside employment is not encouraged and must not interfere with Program activities or Hospital services. Outside employment is

subject to and governed by the Program's Moonlighting Policy. If any outside employment is considered, it must be arranged, approved, and performed in strict accordance with the Moonlighting Policy.

9. TERMINATION BEFORE EXPIRATION DATE.

9.1 The Hospital reserves the right to terminate such employment of the House Officer when such action is deemed reasonably necessary, in Hospital's sole discretion, because of the House Officer's conduct, unsatisfactory performance, or patient safety. Except as otherwise provided in this Agreement, any such termination shall be subject to due process and review procedures as set forth in the House Staff Manual, Employee Handbook, the CODA rules, policies, and procedures, and the procedures generally described in Section 10 of this Agreement.

9.2 The House Officer may terminate this Agreement in the event the House Officer feels that the House Officer's educational needs are not being adequately met by giving thirty (30) days prior written notice provided that the House Officer has previously consulted with the Director of Medical Education concerning the House Officer's dissatisfactions and these have not been resolved to the satisfaction of the House Officer.

10. DISCIPLINE AND REDRESS OF GRIEVANCES.

10.1 The Parties understand and agree that any issues related to discipline, termination, or determinations regarding successful completion of educational requirements are subject to and governed by the CODA rules, policies and procedures.

10.2 Any House Officer who violates any federal and/or New York State laws, rules and/or regulations, or policies, procedures and/or codes of conduct of the Hospital or the educational program is subject to disciplinary action, including termination of employment. Disciplinary matters will first be addressed within the House Officer's Residency Program. If unresolved at that point, action may be taken by the Hospital or other agencies as appropriate. Except as provided by CODA standards or as otherwise provided herein, the House Officer will receive the same due process from the Hospital as all other employees of the Hospital.

10.3 Any House Officer with any problem or grievance, personal, programmatic, or otherwise, is encouraged to follow the grievance procedures outlined in the House Staff Manual which is provided to each House Officer.

10.4 Notwithstanding anything to the contrary contained herein, a House Officer deemed impaired by the Program Director, may be immediately dismissed from the Program or subject to other disciplinary measures, at the Program Director's sole discretion. An impaired House Officer is one who is unable to practice dentistry with reasonable skill and safety to patients because of physical or mental illness, including deterioration through the aging process or loss of motor skills or use or abuse of drugs, including alcohol. **By signing this Agreement, House Officer affirmatively states that the House Officer is not now impaired and does not abuse alcohol or other drugs. Further, the House Officer hereby agrees not to consume alcohol or other mood-altering substances while on duty or call for patient care delivery.**

11. PROPRIETARY AND CONFIDENTIAL INFORMATION/PATIENT RECORDS.

11.1 House Officer agrees that all property in House Officer's possession as a result of House Officer's employment by Hospital, including without limitation, all documents, reports, patient records, manuals, memoranda, computer printouts,

patient lists, credit cards, keys, identification, products, and all other property relating in any way to the business of Hospital is the exclusive property of Hospital, even if House Officer authored, created or assisted in authoring or creating, such property. House Officer will, however, retain copyrights to all articles authored by House Officer on House Officer's own personal time.

11.1.1 House Officer shall return to Hospital all such documents and property immediately upon termination of employment or at such earlier time as Hospital may request.

11.1.2 Patients' medical records shall be and at all times shall remain in the possession and control of Hospital, and House Officer shall acquire no property interest therein and shall return any such records to Hospital upon termination of employment.

11.1.3 Hospital and House Officer agree that all patients, patients' charts, patient lists, professional records and practice telephone numbers are the property of Hospital and that upon the termination of this Agreement, House Officer shall not be entitled to receive any patient lists or any patients' charts or professional records, provided, however, that House Officer shall have at all reasonable times access to such records for medical or legal reasons.

11.2 **“Confidential Information”** means information that is proprietary to Hospital or entrusted by others to Hospital. Confidential Information includes, but is not limited to, information relating to business plans and to business as conducted or anticipated to be conducted, and to past or current or anticipated services or procedures. Confidential Information also includes, without limitation, information concerning research, development, purchasing, accounting, marketing, and services. All information designated by Hospital as confidential is Confidential Information, whether or not originated by House Officer and without regard to the manner in which House Officer obtains access to this and any other proprietary information, and whether or not any such information would be enforceable as a trade secret or the copying of which would be restrained or enjoined by court as constituting unfair competition. House Officer will not, during or subsequent to the termination of House Officer's employment under this Agreement, use or disclose, other than in connection with House Officer's employment with Hospital, any Confidential Information to any person not employed by Hospital or not authorized by Hospital to receive such Confidential Information without the prior written consent of Hospital. House Officer will use reasonable and prudent care to safeguard and protect and prevent the unauthorized use and disclosure of Confidential Information, and will immediately notify Hospital of any such disclosure.

11.3 If House Officer possesses any proprietary information of another person or entity as a result of prior employment or relationship, House Officer shall honor any legal obligation that House Officer has with that person or entity with respect to such proprietary information.

11.4 The House Officer hereby acknowledges and agrees that the House Officer has been advised and understands the topic of patient/doctor confidentiality and understands that a patient's protected health information includes but is not limited to: (i) the fact that an individual is a patient of Hospital; (ii) medical or other information which relates to the past, present or future physical or mental condition of the individual (including but not limited to information regarding procedures scheduled or performed whether from operative logs, insurance or other records);

(iii) the provision of healthcare to such individual; and (iv) the past, present or future payment for the provision of healthcare to such individual, whether communicated to the House Officer by a physician, the patient, any staff member, or any other source whether written, verbal or electronic (“**Protected Health Information**”). The House Officer hereby covenants to hold all PHI in strict confidence and, except as permitted under federal or New York State law, the House Officer shall not disclose, communicate, or disseminate the PHI to any third party. The House Officer hereby warrants that the House Officer has also been advised about the HIV confidentiality law and other confidentiality laws and regulations and hereby agrees to abide by any and all such laws.

- 11.5 The House Officer hereby warrants that the House Officer further understands and agrees that should the House Officer violate any obligation under this Section 11, the House Officer can and may be subject to dismissal for cause, subject to Section 10 of this Agreement, and to such other remedies in law or equity as may be determined by a court of competent jurisdiction. Furthermore, the House Officer agrees to indemnify and hold harmless Hospital, its officers, directors, and shareholders from any and all liability, damages, losses, expenses, costs or loss of any kind, including reasonable attorney's fees, in excess of insurance coverage available to Hospital, arising from the House Officer's breach of House Officer's obligations under this Section 112.
- 11.6 The restrictions contained in this Section 11 shall survive termination of this Agreement, and House Officer hereby expressly acknowledges that the terms and conditions of this Section 11 create ongoing obligations of House Officer.

12. **MISCELLANEOUS.**

- 12.1 Notice of Claims. House Officer and Hospital shall promptly notify each other of any knowledge regarding any occurrence, which may result in a claim against either of them. Each party will immediately notify the other in the event any formal suit is instituted. Furthermore, each party will cooperate with each other whenever any claim is filed against either of them with respect to the services rendered on behalf of the corporation pursuant to this contract. Each party shall have the duty to notify each other prior to settling any claim. If either party fails to notify the other prior to making any settlement, there shall be no duty to indemnify.
- 12.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between House Officer and either Hospital or other hospitals to which House Officer is assigned with respect to this subject matter. This Agreement, cannot be changed, modified or discharged orally, but only by an agreement in writing, signed by the party or parties against whom enforcement of the change, modification or discharge is sought.
- 12.3 Assignment. This Agreement may not be assigned by House Officer.

By signing below, House Officer hereby affirmatively acknowledges that House Officer agrees to be bound by all of the GME policies and procedures as well as all Hospital policies and procedures as published.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date written above.

HOUSE OFFICER

ST. JOSEPH'S HOSPITAL HEALTH CENTER

By: _____
House Officer, D.D.S. / D.M.D.

By: _____
Meredith A. Price
Senior VP, Operations

Dated: _____

Dated: _____

Exhibit "A"

House Officer Job Description

The program in graduate medical education will help prepare the House Officer for practice in the field of dentistry. The graduate medical education program will focus on the development of clinical skills and professional competencies. The program, based at St. Joseph's Hospital Health Center and its affiliates will utilize both inpatient and ambulatory settings.

The House Officer will assume progressively greater responsibility for patient care throughout the course of the residency program, consistent with his/her individual growth in clinical experience, knowledge and skill. The House Officer will engage in an organized educational program under the guidance and supervision of faculty and senior House Officers. This will facilitate the House Officer's professional and personal development while ensuring safe and appropriate care for patients. The House Officer's professional development will rely primarily on learning acquired during the process of providing patient care under supervision. As the House Officer demonstrates increasing competence, s/he will be granted increasing independence of practice and judgment. However, all decisions made by junior and senior House Officers are subject to the supervision and review of the faculty and residency program director. Upon completion of the residency program, the House Officer should be prepared to undertake the next level of progression in House Officer's field. Each program has required elements of didactic and clinical experience deemed necessary as for preparation for progression. CODA also defines standards for educational processes, such as evaluation, which are strictly adhered to.

During the graduate medical education program, House Officers are subject to the policies and procedures of St. Joseph's Hospital Health Center, and to the policies and procedures of other facilities and sites to which House Officer is assigned as part of the Program.

As described in the Agreement, St. Joseph's Hospital Health Center will provide professional liability (malpractice) protection for any civil claims made against the House Officer or fellow appointee which arise out of any act or omission relating to their duties set forth in this appointment.