

RESIDENCY ROTATION AGREEMENT

This Agreement is made this 1st day of July 2010 by and between **New York Uptown Hospital**, a New York not-for-profit corporation (“Hospital”) and **The Surgery Center, Inc.** located at 1600 Park Avenue New York, NY 10035 (“Participating Institution”).

WHEREAS, Hospital has developed a postgraduate program, and as part of such program, sends post graduate trainees (“Residents”) to other non-hospital facilities for various Hospital sponsored rotations, (the “Program”);

WHEREAS, Participating Institution wishes to contribute to the post graduate education of Residents by accepting Residents from Hospital to participate in residency training rotations at Participating Institution; and

WHEREAS, Hospital and Participating Institution intend to cooperate in the postgraduate education and training of Residents of the Program.

NOW, THEREFORE, the parties agree as follows:

1. Schedule. Beginning on or after October 1, 2012, Hospital shall provide 1 (one) Resident-for rotation at Participating Institution at such times as are mutually agreed to by the parties. Each Resident shall be scheduled for rotation at Participating Institution for up to three (3) months.
2. Employment. Residents who rotate at Participating Institution from Hospital shall remain employees of Hospital, and Hospital shall be exclusively responsible for payment of their wages, benefits, and all other incidents of employment.
3. Compliance with Policies and Procedures; Training and Orientation. Hospital shall require all Residents who rotate at Participating Institution to comply with all applicable Participating Institution policies and procedures, including, but not limited to, those relating to the maintenance of confidentiality of patient information. Hospital shall provide HIV confidentiality and comprehensive infection control training to each resident prior to commencement of the rotation and shall provide documentation of such training to Participating Institution upon its request. Participating Institution shall be responsible for distributing copies of its rules and regulations and for providing an orientation to residents.
4. Health Status. Hospital shall, upon request, provide to Participating Institution documentation that each Resident meets all applicable federal, state, and local health requirements including evidence that each Resident is free from communicable disease and health impairment, which might interfere with the performance of his/her duties.

5. Curriculum; Supervision. Hospital Residents rotating at Participating Institution pursuant to this Agreement shall have the opportunity to assist attending surgeons for purposes of receiving training in accordance with the terms of Exhibit A.
6. _____, DPM, shall assume administrative, educational and supervisory responsibility for the Residents while they are at Participating Institution. Dr. _____ shall consult with the applicable Department Chair/Program Director at Hospital regarding the content and structure of the training program for the Residents and regarding any problems with the performance of a Resident. Supervising physicians of the Participating Institution shall also provide verbal feedback to the Residents on an ongoing basis and shall provide written evaluation of each Resident twice annually. Dr. _____ shall evaluate each Resident's performance during the rotation and shall provide a written evaluation.
7. Removal of Residents. Hospital shall promptly remove a Resident from the Participating Institution, upon Participating Institution's request, if the Resident (i) is unacceptable by reason of health; (ii) fails to abide by the Participating Institution's policies, procedures, rules, regulations or medical staff bylaws; (iii) poses a threat to patient, staff or visitor health, safety or welfare; (iv) fails to perform his/her assignments properly; or (v) for any other reasonable cause. In the event of an issue of disciplinary action, Hospital policies regarding due process will be followed.
8. Program Coordinator. Each party shall appoint a coordinator who shall confer at regular intervals on all matters arising under this Agreement. See Section 5.
9. Medical Services. Participating Institution shall arrange for emergency care to Residents who may become ill or injured while at Participating Institution. Such emergency care and any other care rendered to Residents shall be the financial responsibility of the Resident.
10. Compensation. Teaching by physicians at Participating Institution is voluntary. There is no payment to the Participating Institution for supervisory activities.
11. Insurance. At all times while this Agreement is in effect, Participating Institution shall maintain professional liability insurance covering (i) itself with limits of not less than \$1 million per incident and \$3 million in the aggregate and general liability insurance of \$1 million per occurrence and \$3 million in the aggregate, and (ii) each professional person providing services to implement this Agreement, with limits not less than \$1 million per incident and \$3 million in the aggregate. Hospital shall maintain professional liability insurance covering the activities of the Residents while performing services at Participating Institution with limits of not less than \$1 million per incident and \$3 million in the aggregate. The parties shall exchange certificates of insurance, upon request, evidencing such coverage and other terms and shall notify one another prior to any material change in insurance terms.

12. Confidentiality. All information and records relating to the residents at Participating Institution are and shall remain the property of Participating Institution. The parties shall cooperate in ensuring appropriate access to such records by Hospital and Residents to the extent permitted by law and as required to fulfill the purposes of this Agreement.
13. Waiver. The failure of either party to insist in any instance upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.
14. Compliance with Laws. Both parties agree that notwithstanding any other provision in this Agreement, each party shall remain responsible for ensuring that any services it provides pursuant to this Agreement shall comply with all pertinent provisions of federal, state and local statutes, rules and regulations.
15. Non-Discrimination. The parties shall not unlawfully discriminate on the basis of race, color, sex, sexual orientation, age, religion, disability, national origin, or any other grounds prohibited by law.
16. Indemnification. Each party shall indemnify, defend and hold harmless the other party, its agents, trustees, directors, officers and employees from any and all loss, damage, injury, demands, lawsuits, judgments, causes of action or liability of any kind whatsoever, including defense costs and reasonable legal fees, that are caused by or arise out of any act, omission, fault, negligence or other misconduct by said party, its officers, employees or agents in connection with this Agreement.
17. Term and Termination. This Agreement shall be effective from October 1, 2012 until September 30, 2012 unless terminated as provided in this Agreement. This agreement shall automatically renew annually. This Agreement may be terminated at any time by either party upon thirty (30) days written notice.
18. Entire Agreement. This Agreement constitutes the entire understanding and Agreement between the parties with regard to all matters referred to herein. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be modified or amended only by a writing signed by both parties.
19. Applicable Law. This Agreement shall be governed by the laws of the State of New York, and jurisdiction and venue shall lie in a court in the County of New York, State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year so indicated.

New York Uptown Hospital

By: _____
Seth Moroni M.D.
Chief Medical Officer
Date: _____

The Surgery Center

By: _____
Name: _____
Title: _____
Date: _____

Rev. 08/24/2012

EXHIBIT "A"

EDUCATIONAL OBJECTIVES FOR PODIATRIC SURGERY (PGY II) at the ADVANCED SURGERY CENTER

The purpose of the PGY II year is to provide the resident additional practical experience in the areas of podiatric surgical technique and general outpatient surgical care patient care. To this end we have established a rotation at an outpatient surgical facility - The Advanced Surgery Center, a unique facility located at 1608 Lemoine Avenue, Fort Lee NJ 07024. The Center's highly specialized facilities include two Operating Suites. They have more than 8 podiatrists on staff as well as many other specialties.

The mission at the Advanced Surgery Center, Inc. is to create a superior surgical environment, blending cutting-edge technology and skill with personalized attention to detail, in a setting dedicated to making the patients feel comfortable and calm.

The fundamental goal of this rotation is to provide the resident with a well-rounded exposure to an outpatient surgical environment in preparation for management of podiatric conditions and diseases as they are related to surgical conditions in the lower extremities.

At the conclusion of this second year rotation, you should be able to:

1. Comprehend and complete preoperative history and physical examination.
2. Develop a differential diagnosis for foot and ankle pathology.
3. Interpret preoperative lab values and tests.
4. Complete preoperative charting and dictation techniques.
5. Act as first assistant.
6. Assist/Perform soft tissue surgery.
7. Assist/Perform digital surgery.
8. Assist/Perform lesser metatarsal surgery.
9. Assist/Perform first metatarsal surgery.
10. Assist/Perform midfoot surgery.
11. Assist/Perform rearfoot and ankle surgery.
12. Assist/Perform Internal fixation.
13. Assist/Perform application of casts.
14. Recognize and manage podiatric complications.

NYUptown HOSPITAL
PODIATRIC RESIDENT EVALUATION FORM

**PODIATRIC SURGERY (PGY II) at the
Advanced Surgery Center**

RESIDENT: _____ ROTATION DATE: _____

EVALUATOR NAME & TITLE: _____

USING THE FOLLOWING SCALE, PLEASE RATE THE RESIDENT'S PERFORMANCE LEVEL IN MEETING EACH OF THE COMPETENCIES AS LISTED BELOW:

5 EXCEPTIONAL **4** VERY GOOD **3** AVERAGE **2** BELOW AVERAGE **1** UNSATISFACTORY **0** NOT OBSERVED

	5	4	3	2	1	0
1. COMPREHEND\COMPLETE PREOPERATIVE HISTORY AND PHYSICAL EXAM.						
2. DEVELOP A DIFFERENTIAL DIAGNOSIS FOR FOOT AND ANKLE PATHOLOGY.						
3. INTERPRET PREOPERATIVE LAB VALUES AND TEST.						
4. COMPLETE PREOPERATIVE CHARTING AND DICTATION TECHNIQUES.						
5. ACT AS FIRST ASSISTANT.						
6. ASSIST/PERFORM SOFT TISSUE SURGERY.						
7. ASSIST/PERFORM DIGITAL SURGERY.						
8. ASSIST/PERFORM LESSER METATARSAL SURGERY.						
9. ASSIST/PERFORM FIRST METATARSAL SURGERY.						
10. ASSIST/PERFORM MIDFOOT SURGERY.						
11. ASSIST/PERFORM REARFOOT AND ANKLE SURGERY.						
12. ASSIST/PERFORM RESIDENTSAL FIXATION.						
13. ASSIST/PERFORM APPLICATION OF CASTS.						
14. RECOGNIZE AND MANAGE COMPLICATIONS.						
15. OVERALL RATING OF RESIDENT'S PROFESSIONAL GROWTH.						

COMMENTS:

SIGNATURES:

EVALUATOR _____ DATE _____

RESIDENT _____ DATE _____

DIRECTOR _____ DATE _____