I. Policy

By completing an In-Elective at New York University School of Medicine/NYU Hospitals Center ("NYU"), a Visiting Resident may enhance and expand his/her clinical knowledge and skills in a supervised educational environment, which affords exposure to a wide range of patients and clinical applications. NYU, in turn, can benefit from the knowledge and experience the Visiting Resident brings with him/her to this institution.

During the course of an In-Elective, the Visiting Resident will be required to uphold professional standards established by federal, state, and local laws and regulations stipulated by the Joint Commission on Accreditation of Healthcare Organizations and the Accreditation Council for Graduate Medical Education ("ACGME").

NYU will continue to be solely responsible for the accreditation, planning, programming, and administration of its residency programs, as well as for the selection, assignment, and supervision of Visiting Residents participating in its programs.

II. Applicability of the Policy

Visiting Residents enrolled in ACGME-accredited specialty and sub-specialty training programs in JCAHO accredited Hospitals in U.S.

III. Definitions (if applicable)

A. ACGME – Accreditation Council for Graduate Medical Education

B. Agreement – In-Elective Program Letter of Agreement

C. Director – NYU Director of Training who is responsible for the supervision and evaluation of a Visiting Resident.
D. **GME** – Office of Graduate Medical Education

E. **Home Institution** – The institution from which the Visiting Resident receives his/her compensation, which sponsors his/her accredited training program, and which assumes ultimate responsibility for the Visiting Resident.

F. **In-Elective** – A program of elective study hosted by NYU.

G. **NYUHC** – NYU Hospitals Center

H. **SOM** – NYU School of Medicine

I. **Request** – *In-Elective Request Form*

J. **Supervisor(s)** – Home Institution faculty responsible for the Visiting Resident.

K. **Visiting Resident** – In this document, all references to Visiting Residents are limited to Residents enrolled in ACGME-accredited specialty and subspecialty training programs.

IV. **Procedure**

**Applying for an In-Elective at NYU**

An NYU Director of Residency Training (“Director”), in conjunction with the NYU Office of Graduate Medical Education, may, at his/her discretion, allow a Visiting Resident to participate in an In-Elective at NYU, in accordance with this *In-Elective Policy and Procedure*. The Visiting Resident must be enrolled in an ACGME-accredited program (or its equivalent) to qualify for acceptance.

A. **Requesting an In-Elective.**

1. **Initial Informal Request.** In order to apply for an In-Elective, the Visiting Resident must first contact the appropriate NYU Director to request permission to take the In-Elective. This does not apply to standing in-rotations.
2. **Initial Informal Denial or Approval.** The Director will grant initial approval or denial of the Visiting Resident’s request.

   a. **Initial Approval.** If the Visiting Resident’s informal request is approved, the Director will forward *In-Elective Program Letter of Agreement* (“Agreement”), *In-Elective Request Form* (“Request”) and *In-Elective Release Form* (“Release”) to the Visiting Resident or direct the Visiting Resident to the online forms available at [www.gme.med.nyu.edu](http://www.gme.med.nyu.edu). The visiting Resident must submit a completed Agreement, Request and Release to the Director. The Request form must be signed and approved by both the Home and Host Institution Supervisors. The *Home Institution Signatory Authority must sign the Agreement*. Both the Visiting Resident and Home Institution must sign the Release. All forms must be submitted at least three months before the In-Elective commences in order to be eligible for formal approval by the NYU GME Office. The completed request forms must be submitted with the documents itemized in section IV. Upon return of the aforementioned, the Program Director will submit to the NYU Office of Graduate Medical Education.

   b. **Initial Denial.** If the Director denies the Visiting Resident’s informal request, the decision to deny will be final and not subject to appeal.

   c. **Entry into GME (NI) computer system.** Once the Director approves the request, the Coordinator for the program will enter the Visiting Resident’s information into the New Innovations (NI) system using the Add an In-rotator button.

3. **NYU Office of Graduate Medical Education.** Upon receipt of an approved Request, Agreement, and Release, NYU Office of GME will review the submission and approve or deny the Request. The Visiting Resident may NOT begin training until all required documents are submitted and checked. Incomplete requirements will cause a start date to be changed.

   a. **Final Approval.** If the NYU Office of GME approves the Request, it will obtain the required NYU institutional signature on the Agreement.

   b. **Final Denial.** If the NYU Office of GME denies the Visiting Resident’s Request, said Office will return the form and all related documentation to the Director so indicating. The Director will send the original, denied form to the Resident. A copy of the denied
form will be maintained in the NYU Office of GME. The decision of the NYU Office GME is final and not subject to appeal.

4. **Notification.** When the *Agreement* and *Release* have been fully executed and the *Request* approved, the NYU Office of GME will notify the NYU Program Director who will notify the Visiting Resident of his/her acceptance into the In-Elective.

5. **Recordkeeping.** The original executed *Request, Release, and Agreement* will be maintained in the files of the NYU Office of GME. Copies may be returned to the program for proper reporting of rotation data.

6. **Entry into the NYU System.** The NYU Office of GME will coordinate the Visiting Resident’s entry into the NYU System (e.g., the issuance of an NYU DEA Registration Number and temporary ID badge if necessary, etc.).

7. **Orientation and Training for Clinical Applications (EPIC).** The Director must provide appropriate hospital/departmental orientation for the Visiting Resident. The NYU Program Coordinator will submit visiting resident’s information based on their role to IT EPIC Coordinator for required EPIC Training.

8. **Failure to Report.** In the event that a Visiting Resident fails to appear for a scheduled elective, the Director or his/her designee MUST notify the NYU Office of Graduate Medical Education, which will in turn so inform the Visiting Resident’s Home Institution.

V. **Visiting Resident’s Responsibilities**

The Visiting Resident will be required to adhere to the following requirements:

A. **Academic Credentialing.** The Visiting Resident will be required to submit the following documentation listed on the grid below to the Program Director at least three (3) months prior to the start of his/her In-Elective.

B. **Orientation.** The Visiting Resident will be required to attend an orientation by the program/department.
C. Compliance with Institutional Policies. A Visiting Resident will be under the aegis of NYU Office of GME policies during his/her In-Elective. As such, he/she must comply with all applicable NYU policies, procedures, bylaws, rules, and regulations and the directives of the Director or his/her designee, including but not limited to the confidentiality of patient records and information under the Health Insurance Portability and Accountability Act.

D. EPIC Training. The Visiting Resident will be required to complete training for Clinical Applications (EPIC).

E. Clinical Supervision. The Visiting Resident must not perform any clinical services or activities at NYU unless directly supervised or authorized by NYU faculty or personnel, as defined in the Goals and Objectives section of the Request/Agreement.

F. Damages. The Visiting Resident or his/her Home Institution will be responsible for any damage caused to NYU property, premises, equipment, or supplies by the Visiting Resident during his/her In-Elective.

VI. Malpractice Coverage

NYUHC, SOM, and Bellevue Hospital of the New York City Health and Hospitals Corporation agree to defend, indemnify and hold harmless (Host facility) and its officers, trustees, employees, agents and residents assigned from (Home Facility) against and from any and all claims, demands, suits or actions, in law or in equity, arising out of or occurring in connection with the performance of this Agreement at SOM, NYUHC, and Bellevue Hospital including but not limited to, property damage, personal injury or death to any person, whether and employee of (Home Facility) or otherwise at SOM, NYUHC and Bellevue Hospital.

SOM, NYUHC and Bellevue Hospital shall provide professional liability insurance through a qualified professional liability insurance carrier or through self insurance to cover (Home Facility) their officers, trustees, employees, agents and (Home Facility) residents, as applicable in their activities at SOM, NYUHC, and Bellevue Hospital pursuant to this agreement.
VII. Financial Considerations

A. Visitor Status. Under no circumstances will a Visiting Resident participating in an In-Elective be considered an employee of NYU.

B. Financial Responsibility. NYU will not pay the Visiting Resident:

1. Other Compensation. No Visiting Resident will be entitled to any payment or other consideration from NYU a) in the nature of compensation, salary, benefits under workers’ compensation, or disability benefits under any law by reason of participation in the In-Elective; or b) any accident, injury, illness, or occurrence arising from or relating to his or her participation in the In-Elective. NYU will not reimburse a Home Institution for a Visiting Resident’s compensation while such Visiting Resident is training within the NYU System.

2. Housing. The Visiting Resident is responsible for securing his/her own housing during an In-Elective.

3. Transportation. The Visiting Resident is responsible for his/her transportation costs.

C. Medicare Reimbursement. In accordance with Medicare reimbursement regulations, NYU will claim the appropriate percentage of time-spent training at NYU for third party reimbursement.

VIII. Observers

A. No Observers. Under no circumstances will NYU accept or certify an Observer, herein defined as someone who accompanies NYU faculty or residents to a clinical function but does not participate in patient care.

B. Exemption. A physician participating in a research project that does not involve human subjects is exempt from this rule.

IX. Disciplinary Action and Termination
Whenever reasonably feasible, the Director will evaluate a Visiting Resident’s disciplinary problems in conference with the Home Institution. However:

A. Right to Remove. The Director may remove a Visiting Resident whom the Director or other responsible NYU official, in his/her sole discretion, determines to be unacceptable.

1. With Notice. Under normal circumstances, removal will be effective upon the Visiting Resident’s receipt of a verbal or written notice of removal from the Director or his/her designee. The NYU Office of GME will forward copies of the written notice to the Home Institution and the Director.

2. Summarily. Under extraordinary circumstances, including failure to obey NYU’s policies, procedures, rules, and regulations, or in cases where the Visiting Resident is deemed to be a threat to the safety or welfare of patients or to the efficient operation of NYU, the Visiting Resident will be summarily removed from an In-Elective. The Director will notify the Home Institution and the NYU Office of GME of such action.

B. Exclusion from Participation. The Visiting Resident’s Home Institution must notify NYU immediately in the event that it finds that a Visiting Resident has been excluded from participation in a Federal Health Care Program. The Home Institution will indemnify NYU for any claims, judgments, payments, or expenses arising from such exclusion.

X. Exceptions

The NYU Office of GME must approve any exceptions to this policy before the Visiting Resident commences participation in an In-Elective.