

SUNY Downstate Medical Center

RESIDENT AGREEMENT OF APPOINTMENT*

Name: _____ PGY YEAR _____

Program: _____

1. TERM OF APPOINTMENT

1.1 The terms of this agreement of appointment cover the period of your training in the graduate medical education program in _____ sponsored by SUNY Downstate Medical Center. You are appointed for one year, effective _____ and ending _____, as a temporary Clinical Assistant Instructor at SUNY Downstate Medical Center and as a temporary member of the house staff at _____. These appointments are subject to renewal on an annual basis, in accordance with the laws of this State and the policies of the SUNY Board of Trustees, and subject to the final approval by the President of the SUNY Downstate Medical Center. Although this temporary appointment is expected to continue through _____, it may be ended at any time.

1.2 Resident rotations for the period of this Agreement will be in accordance with applicable requirements, policies, and guidelines of the Accreditation Council for Graduate Medical Education (ACGME) and Residency Review Committee (RRC). In fulfillment of residency training requirements a resident physician may be required to perform services in one or more SUNY Downstate Medical Center affiliated hospitals. Although you may be employed by such other hospital during your training, this Agreement shall continue to be binding upon you.

1.3 By signing this agreement you affirm that you have never been convicted of, or entered a plea of guilty or nolo contendere to, a felony or any other crime involving moral turpitude and agree to promptly disclose any such actions, investigations, proceedings, convictions or pleas to the SUNY Downstate Medical Center should they occur.

1.4 As a condition precedent to the appointment, you must provide, as described below in section **1.5** A - G, appropriate credentialing documentation to the SUNY Downstate Medical Center GME Office **prior** to your appointment as a SUNY Downstate Medical Center resident.

You will not be permitted to begin your clinical training without providing the GME Office with all required credentialing documentation as described below.

***This agreement refers to the SUNY Downstate Medical Center Brooklyn Resident Handbook that is available online at www.downstate.edu and is distributed to all entering residents. (Copies are also available at the SUNY GME Office Basic Science Building, Room 2-74)**

Residents will not be permitted to begin their clinical training without providing the GME Office with all required credentialing documentation as

described below.

1.5 The following documents must be presented to the SUNY Downstate Medical Center GME Office for credentialing:

- A. Completed Residency Application.
- B. **Original** Medical School Diploma
- C. **Official** Medical School Transcripts, with original Medical School Seal. **
- D. A letter from the Dean of the Medical School (MSPE)
- E. A minimum of two (2) letters of reference. These **must** be in English or be accompanied by certified translations**
- F. Proof of citizenship or legal employment status (i.e.: Naturalization papers, J-1 visa, etc).
- F. For all International Medical School Graduates, an **original current and valid** ECFMG Certificate.
- G. Pre-employment physical examination. You will be required to pass a physical examination prior to the commencement date of your appointment.

In addition, if applicable, you may be required to present the following documents to the SUNY Downstate Medical Center GME Office no later than four weeks prior to the commencement of service: (1) a valid License to practice medicine in New York State; (2) a limited permit for residents in the department of Dentistry, Oral and Maxillofacial Surgery.

TRANSLATIONS: Any document not printed in English must be accompanied by an acceptable original translation, performed by a qualified translator, which includes all written and printed material on the original. Each translation must be accompanied by an Affidavit of Accuracy as described in the SUNY Downstate Medical Center Resident's Handbook.

2. RESIDENT RESPONSIBILITIES, DUTIES AND PRIVILEGES

Residents shall fulfill their duties and at all times conduct themselves in compliance with all applicable program and departmental rules and regulations, as well as applicable affiliated hospital policies and procedures, both personnel and operational and such specific rules and regulations as from time to time may be established for residents.

In accordance with the requirements of the Accreditation Council for Graduate Medical Education (ACGME), and the SUNY Downstate Medical Center Graduate Medical Education Committee (GMEC) residents will be provided with an opportunity to:

2.1 Develop a personal program of learning to foster continued professional growth with guidance from the teaching staff in anticipation of satisfying ABMS specialty board requirements.

2.2 Participate in safe, effective, and compassionate patient care, under supervision, commensurate with their level of advancement and responsibility.

2.3 Participate fully in the educational scholarly activities of their program and, as required, assume responsibility for teaching and supervising other residents and students.

2.4 Participate as appropriate in institutional programs and medical staff activities and adhere to established practices, procedures, and policies of the institution.

2.5 Have appropriate representation on institutional committees and councils whose actions affect their education and/or patient care.

2.6 Submit to the program director at least annually confidential written evaluations of the faculty and of the educational experiences.

3. SUNY DOWNSTATE MEDICAL CENTER RESPONSIBILITIES

As the sponsoring institution of your residency training program, the SUNY Downstate Medical Center agrees to fulfill the following responsibilities:

3.1 Provide a program of graduate medical education as outlined by the Accreditation Graduate Medical Education in the "Essentials of Accredited Residencies in Graduate Medical Education" published in the current edition of Graduate Medical Education Directory (Chicago: American Medical Association) and available on line at <http://www.acgme.org>.

3.2 Provide faculty and medical staff supervision for the professional and educational activities of the resident.

3.3 Through the Program Director, evaluate the educational and professional progress and achievement of the resident on a regular and periodic basis; a written summary shall be presented to and discussed with the resident at least once during each six month period of training.

3.4 Provide the resident with opportunity to submit confidential written evaluations of the faculty and the educational experience.

3.5 Provide the resident with access to appropriate and confidential counseling, medical and psychological support services. (Please refer to SUNY Downstate Medical Center Resident's Handbook for details).

3.6 Provide an educational program for residents addressing physician impairment, including substance abuse, fatigue and sleep deprivation.

3.7 Provide training in ethical, socioeconomic, medical/legal, and cost-containment issues that affect GME and medical practice.

3.8 Limit resident duty hours as described in the Institution GME Duty Hours Policy and in accord with NYS DOH Section 405 Regulations and ACGME requirements. **For additional information see Policy on Resident Work Hours and Policy on Residents Work Hours Monitoring**

4. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Residency Program, SUNY Downstate Medical Center will furnish to the resident a Certificate of Completion.

Physicians can focus on a specific area of a specialty and earn subspecialty certification which is essential for careers in teaching, research or practice restricted to that field. Specific information related to the eligibility for specialty board exams will be provided by the training program and can be accessed at the specialty board websites. See Certification in Section 1 of the Resident

5. POLICY ON RESIDENTS APPOINTMENT AND REAPPOINTMENT

All appointments (contracts) are for a term of one year and each resident must be re-appointed for each subsequent year of training, contingent upon satisfactory performance during and completion of the current post-graduate training year as determined by program level evaluation and Promotion Policy. All residents are appointed as Clinical Assistant Instructors at SUNY-Downstate but are salaried by an affiliated hospital. Residents being appointed to the same program for a period of accredited training are expected to remain on the same salary source unless otherwise approved by GMEC (based on request of the Program Director for appropriate circumstances and with agreement by resident).

Recommendations for the appointment and reappointment of residents are initiated by the residency programs and sent to the Office for Graduate Medical Education.

Deadlines Non-renewal of Appointment --A resident whose performance fails to meet the level of competence for reappointment shall be notified by his/her department in writing of the intent not to renew the contract. Residents who have July 1st appointments will be notified by November 15 (December 15th at PGY 1 or during first year in program). Programs that are not able to make determination of reappointment by this date must inform resident of this by this date and provide resident a date by which determination will be made as soon as feasible. In the event that the program, institution or employer determines that there is sufficient cause, a resident can be non-renewed or terminated prior to the completion of his/her term of appointment.

Specific guidelines for decisions on termination of contracts or non-reappointment are found in the Due Process and Appeals Policy.

Residents are expected to notify their department sufficiently in advance if they do not intend to return the following year. Residents who have signed a commitment for the following year are contractually bound to do so, and any breach of said commitment will be considered unprofessional conduct.

Appointment and/or reappointment do not constitute an assurance of successful completion of a residency program or post-graduate year. Successful completion is based on performance as measured by individual departmental standards.

6. POLICY ON LEAVES OF ABSENCE

A leave of absence, which is defined as an excused absence without pay, is a privilege that may be granted to SUNY-DOWNSTATE residents at the discretion of the program director.

Reasons for a Leave of Absence: A leave of absence may be granted for personal reasons such as dependent or elder care, or community service. Dependent care is covered under the Family and Medical Leave Act in the case of serious health conditions.

Length of Leave: A leave of absence may be granted for not more than 12 months. A specific date of return to duty must be established. Leaves granted for less than 12 months may be extended, if requested prior to expiration, for up to a total absence of 12 months.

Return from Leave: A resident granted leave is assured of their position at the conclusion of the leave. The resident must keep the program apprised of his/her plans periodically, and in a timely fashion so as not to interfere with the scheduling of rotation assignments.

When a date of return is known, the resident must notify the Program Director to confirm arrangements for return to active status. Required length of notice may vary widely by program and it is the responsibility of the resident to provide notice in accordance with individual program requirements. A minimum notice of one month is desirable and is requested if feasible. A resident's failure to return from a leave will result in termination of employment.

It is up to the individual programs to determine if any portion of an extended leave of absence must be made up, either in accordance with the RRC or ABMS specialty board requirements of that discipline or at the program director's discretion. The availability of a salaried position to make up time taken during leave is not assured or guaranteed.

Leave Application: The resident will present to the Program Director in writing a formal request for a leave of absence no less than thirty (30) days prior to the beginning date of the leave. In the case of an emergency, this time period may be waived. This request will include reason for leave, dates of leave, and expected return date. The Program Director, acting for the Department/training program, will decide and notify the resident in writing as to whether or not the request has been approved and if approved any potential impact of the leave on resident fulfillment of training requirements.

7. GRIEVANCES, DISCIPLINARY ACTIONS, AND DUE PROCESS APPEAL POLICY

The Resident agrees that the continuation of her/his residency depends upon the satisfactory performance of assigned duties, and that failure to maintain a satisfactory performance, in the judgment of her/his Program Director, may result in termination of this Agreement and dismissal of the Resident from the Residency Program prior to the completion date. In the event of academic discipline or dismissal from the Residency Program, the Resident shall be entitled to due process in accordance with the policies and procedures adopted by the Graduate Medical Education Committee (GMEC), and as published in the current edition of the SUNY Downstate Medical Center Residents Handbook.

8... COMPENSATION AND BENEFITS

8.1 Your stipend is payable biweekly .

8.2 Coverage of fringe benefits encompasses hospitalization, major medical insurance, prescription plan, group disability insurance, life insurance, vision care, as well as dental insurance.

HEALTH INSURANCE: The cost of Health Insurance coverage is dependant upon the pay source , plan chosen and whether individual or family coverage is selected.

Your paysource according to State law may require a 42 days lag in Health Insurance, before benefits become effective.

8.3 In addition, benefits include, up to 20 working days of vacation time and up to 20 working days sick leave per year. Leaves of absence without salary, including leave for pregnancy, childbirth and childcare may be granted at the discretion of the residency program director. The Program Director will consider the applicable ACGME and RRC requirements in determining whether such leave may be granted. It is possible that additional training after such leave may be needed for certification board requirements. However, no assurances can be given that the resident will be entitled to compensation during this additional period.

8.4 Under the Family and Medical Leave Act (**FMLA**) eligible employees may be provided with up to twelve weeks of paid or unpaid leave for certain family and medical reasons each calendar year. Employees are eligible if they have worked for the employer for at least one year and for 1,250 hours of service in the twelve months immediately preceding the leave. Please refer to the SUNY Downstate Medical Center Resident's Handbook for more information, or contact the director of your residency program.

8.5 A Fringe Benefits Explanation Sheet summarizing benefits of employment is updated and distributed to residents at Orientation each year.

8.6 Residents on duty at any participating affiliated hospital will be provided sleeping quarters, laundry and food services as described in the SUNY Downstate Medical Center Resident's Handbook.

9. PROFESSIONAL LIABILITY INSURANCE

9.1 SUNY Downstate Medical Center shall defend and indemnify, in accordance with the provisions of the New York State Public Officers Law, those residents who hold the SUNY faculty title of "Clinical Assistant Instructor" and are on the SUNY Downstate Medical Center payroll while at SUNY Downstate Medical Center Facilities as part of their training in integrated clinical programs in connection with any and all claims, suits and actions arising out of the residents' activities at SUNY Downstate Medical Center

9.2 SUNY Downstate Medical Center shall defend and indemnify, in accordance with the provisions of the New York State public Officers Law, those residents who hold the SUNY faculty title of "Clinical Assistant Instructor" and are on the payroll of the Affiliate while they are on rotation to SUNY-Brooklyn facilities as part of their training in integrated clinical programs in connection with any and all claims, suits and actions arising out of the residents' activities at SUNY Downstate Medical Center

9.3 Institutions affiliated with SUNY Downstate Medical Center shall defend, indemnify and hold harmless medical residents and fellows who hold the SUNY

faculty title of "Clinical Assistant Instructor" and rotate to the Affiliate as part of their training in integrated or affiliated clinical programs, in connection with any and all claims, suits, actions, proceedings, expenses, including reasonable attorney's fees, costs, liability, loss or damage arising out of the residents' activities at the Affiliate.

9.4 Rotations to unaffiliated sites: Prior approval by the GME Committee and/or SUNY Downstate Risk Management Office is required to assure professional liability coverage under provisions of the New York State Public Officers Law for rotations to unaffiliated sites, including private office locations.

10. DISABILITY INSURANCE

All residents receive group disability insurance with specific benefits based on individual pay source.

11. MOONLIGHTING

"Moonlighting" is prohibited unless explicitly authorized by the respective Program Director or Department Chair and is consistent with the New York State Health Code Section 405.4 regulations and ACGME Duty Hours Limitations.

Residents must not be required to engage in moonlighting. All residents engaged in moonlighting must be licensed for unsupervised medical practice in the state where the moonlighting occurs. It is the responsibility of the institution hiring the resident to moonlight to determine whether such licensure is in place, adequate liability coverage is provided, and whether the resident has the appropriate training and skills to carry out assigned duties. PGY 1 residents are not permitted to moonlight.

Permission to moonlight must be granted in writing by the Program Director and must be submitted to the GME Office. This information will be included in the resident's file. The information provided to the Program Director shall consist of:

1. Location of Employment outside training hospital
2. Responsibilities
3. Schedule (number of hours per session, number of session per week, and times scheduled to work)
4. Statement that postgraduate trainee performance in the training program will be monitored and that permission for moonlighting will be withdrawn if any adverse effect is noted.

Program Directors need not monitor postgraduate trainees during non-working hours. However, each Program Director shall maintain a record of outside employment by his/her postgraduate trainees (as reported by the trainees) so that he/she will have a record of their moonlighting activities. Each Program Director shall ensure that a copy of the record of outside employment is provided to the GME Office for inclusion in the trainees' personal folders. In the event that violations of the New York State Health Code Section 405.4 work hours limitations are revealed, to include failure of notification of moonlighting activities, appropriate disciplinary action may be taken against the postgraduate trainee concerned according to the GME Committee Due Process Policy.

12. SUNY Downstate prohibits any restrictive covenant or non competition guarantee to be included in resident contracts or agreements on the terms and conditions of appointment to an educational program.

13. INSTITUTIONAL POLICY ON DISCRIMINATION, HARASSMENT AND DISABILITY ACCOMMODATION

Discrimination: SUNY Downstate Medical Center does not discriminate on the basis of race, sex, color, religion, age, national origin, disability, marital status, status as a disabled veteran or veteran of the Vietnam era, or sexual orientation in the recruitment and treatment of students and residents.

Harassment: In keeping with the University's efforts to establish an environment in which the dignity and worth of all members of the institutional community are respected, sexual and other forms of harassment of students and employees at the HSCB is unacceptable conduct and will not be tolerated.

Sexual harassment may involve the behavior of a person of either sex against a person of the opposite or same sex, when that behavior falls within the following definition: Sexual harassment of employees, residents and students at the HSCB is defined as any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when: (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or status as a student; (b) Submission to or rejection of such conduct is used as the basis for decisions affecting the employment or academic status of that individual; (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or educational experience, or creates an intimidating, hostile or offensive work or educational environment. A hostile environment is created by, but not limited to, discriminatory intimidation, ridicule or insult. It need not result in an economic loss to the affected person.

Persons With Disabilities Access and Accommodation: SUNY Downstate Medical Center, in compliance with the Americans with Disabilities Act Amendments Acts (ADAAA) of 2008, the Americans with Disabilities Act of 1990 ("ADA", Sections 504 of the Federal Rehabilitation Act of 1973 ("Rehabilitation

Act"), and New York State Executive Law § 296 provides qualified individuals with disabilities the opportunity to participate in programs, activities, or employment.

SUNY Downstate Medical Center (Downstate) will not discriminate against any employee or applicant for employment because of physical or mental disability. Downstate agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices including but not limited to: Advertising, recruitment, employment, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and profession development.

See SUNY Downstate Medical Center Office of Diversity Policy on Persons with Disabilities Access and Accommodations Policy Section IV for procedures on Requesting Reasonable Accommodations.

Complaint Procedures: Persons who feel that they have been subject to prohibited discrimination or who have been sexually harassed under the above definition and wish further information, or assistance in filing a complaint, should contact the Affirmative Action Officer at (718)270-1738, Room #5-82 C, Basic Science Building.

14. I, the undersigned represent and warrant that I have read and understand the Information contained herein and hereby agrees to accept the terms shown above.

Date _____ Signature _____
SUNY DOWNSTATE MEDICAL CENTER Resident

Date: _____ Signature _____
Program Director

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