

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 **University Hospital of Brooklyn (UHB)**. 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. The last opportunity for certification of your credentials prior to the start of training on _____, will be on:

from 8:30 AM to 2:30 PM at the SUNY Credentialing Fair held at the Student Center Gymnasium, 394 Lenox Avenue, Brooklyn, New York.

*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 certification:
 - A. Completed Residency Application.
 - B. **Original** Medical School Diploma.**
 - C. **Official** Medical School Transcripts, with original Medical School Seal.**
 - D. A minimum of two (2) letters of reference. These **must** be in English or be accompanied by certified translations.**
 - E. Proof of citizenship or legal employment status (i.e.: naturalization papers, J-1 visa, etc).
 - F. For all International Medical School Graduate 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 must 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 letter from the Dean of the Medical School (2) a valid License to practice medicine in New York State; (3) 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.
- 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 perform 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 regarding physician impairment, including substance abuse.
- 3.7 Provide training in ethical, socioeconomic, medical/legal, and cost-containment issues that affect GME and medical practice.

4. CERTIFICATION OF COMPLETION

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

5. 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.

6. COMPENSATION AND BENEFITS

6.1 Your stipend is payable biweekly at the annual rate of _____

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

6.3 In addition, benefits include, up to 21 working days of vacation time and up to 21 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.

6.4 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.

6.5 A Fringe Benefits Explanation Sheet is updated and distributed to residents at Orientation each year.

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

7. PROFESSIONAL LIABILITY INSURANCE

7.1 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.

7.2 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

7.3 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 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.

7.4 Residents should be aware that professional liability insurance coverage may not include practice conducted at unaffiliated sites, including private office locations, even under the direct supervision of attending SUNY faculty. Special arrangements must be made for appropriate coverage through the resident's SUNY graduate medical education program.

8. MOONLIGHTING

Moonlighting" is prohibited unless explicitly authorized by the respective Program Director and is consistent with the New York State Health Code Section 405.4 requirements.

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.

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. GME Review and approval

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.

9. 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.

10. INSTITUTIONAL POLICY ON DISCRIMINATION & SEXUAL HARASSMENT

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.

Sexual 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 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.

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.

11. I, the undersigned represent and warrant that I have read and understand the information contained herein and hereby agree to accept the terms shown above.

Date: _____ Signature _____
SUNY DOWNSTATE MEDICAL CENTER Resident

Date: _____ Signature _____
Program Director