

**SUNY AT STONY BROOK UNIVERSITY HOSPITAL
AGREEMENT OF APPOINTMENT**

The SUNY at Stony Brook University Hospital (SBUH) is committed to offering Graduate Medical Education (GME) training programs that meet the institutional and special requirements of the Essentials of Accredited Residencies adopted by the Accreditation Council for Graduate Medical Education (ACGME), the American Dental Association (ADA) and the American Osteopathic Association (AOA).

The following is an agreement between SBUH and the undersigned Resident/Fellow. This agreement outlines the terms and conditions of the appointment of House Staff to these programs. The official letter of appointment states the salary, PGY level and dates of appointment.

The terms of this agreement of appointment cover the period of your training in the GME program sponsored by SBUH. You are appointed for one year, effective, and ending, as a temporary Clinical Assistant Instructor at SUNY Stony Brook and as a temporary member of the house staff at SBUH. 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 Dean of the School of Medicine. Although this temporary appointment is expected to continue through the duration of training, it may be ended at any time.

I. SBUH will provide an educational and work environment free of intimidation and retaliation, and be responsible for providing:

a. Financial Support: a stipend/annual salary will be paid in biweekly installments as per the schedule put forth by the SUNY Board of Trustees

b. Benefits which include but are not limited to:

- Vacation*
- Professional liability coverage*
- Health insurance*
- Disability insurance*
- On-call meals, call rooms, laundry/linen services*
- Parental, maternity, and paternity leave of absence*
- Sick leave*

c. Policies and Procedures which include but are not limited to:

- Leave of Absence and Effect of Leave for satisfying completion of training program*
- Grievance and Due Process*
- Counseling, Medical, Psychological Support Services*
- Identification, Treatment and Prevention of Physician Impairment and Substance Abuse*
- Prevention and Reporting Sexual and Other Forms of Harassment*
- Residency Closure/Reduction*
- Duty Hour Compliance*
- Moonlighting Guidelines*
- Accommodation for Disabilities*

Restrictive Covenants – No resident/fellow will be required to sign non-competition guarantee.

These fringe benefits are contingent on meeting the conditions of your appointment as follows:

Appointment: Before beginning your employment, you shall have graduated from a school offering programs accredited by the Liaison Committee on Medical Education, the American Osteopathic Association, or the American Dental Association, or a program registered with the NYS Education Department or accredited by an organization acceptable to the State Education Department. Additionally, you will need to provide SBUH with necessary information to obtain primary source verification of your education/training and employment beginning with your undergraduate degree. You must pass a criminal background check, a completed health physical examination acceptable to the institution's Employee Health Service, and all required processing by the House Staff Office. The duration of your temporary appointment is expected to be one year.

Graduates of foreign medical schools must have had at least four (4) credit years at a medical school listed in the World Directory of Medical Schools at the time of graduation and must have received a valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG). If you are not a citizen of the United States, this agreement is contingent upon your being a permanent resident, having employment authorization identification, or having a J-1 visa sponsored by ECFMG during the term of your appointment.

Reappointment: For reappointment, you will be subject to satisfactory performance of your duties and educational progress as determined by your Program Director.

Grievance/Due Process: Dismissal, or any action, including non-renewal of agreement, which may significantly threaten a resident/fellow's intended career development, may be recommended by a Program Director based on substantial non-compliance, egregious behavior, or clinical or professional incompetence of a resident/fellow. An appeal process is available as described in the GME Policy and Procedures (Grievance Procedure/Due Process). This policy also includes the process for a resident/fellow to have their complaints and grievances, related to the work environment and/or issues related to the training program or faculty, addressed.

II. Resident/Fellow Responsibilities: The resident/fellow will:

- a. Develop and participate in a personal program** of self-study and professional growth with guidance and supervision from the Medical Center's teaching staff, participate in safe, effective and compassionate patient care consistent with the resident/fellow's level of education and experience.

- b. **Participate fully in the educational activities** of the training program and assume responsibility for participation in the teaching of more junior physicians, of medical students and of students in allied health professions.
- c. **Be subject to the Policies** of the Board of Trustees of the State University of New York, the Policies and Procedures of the Stony Brook University Medical Center and its affiliated institutions, and the Department to which the resident/fellow has been appointed.
- d. **Participate in the standing committees** of the Medical Staff and institutional committees, as assigned by the Program Director, especially those that relate to patient care review activities that promote patient safety and resident/fellow well-being in a supportive educational environment.
- e. **Take the USMLE Part 3 examination** by the completion of the first PGY year.
- f. **Abide by the Code of Ethics** set forth in the New York Public Officers Law, Section 74, and any other code of ethics adopted by the School of Medicine.
- g. **Temporary appointments to a residency/fellowship program are reviewed on a yearly basis.** Agree to remain employed for the full period of appointment unless suspended or terminated pursuant to due process procedures contained in the GME Grievance/Due Process policy, revised 3/23/09.
- h. **Communicate directly with the Program Director for any absences.** The Resident/Fellow is expected to communicate directly with the Program Director in the event he/she is unable to participate in the training program for any period of time. The Program Director may grant a leave in times of exceptional circumstances. If a resident/fellow is absent without leave for three (3) days or more, he/she may be considered to have resigned voluntarily from the training program unless he/she submits a written explanation within five (5) days of the first day of absence of any absence taken without granted leave. Residents/Fellows that do not communicate any absence will result in termination from the training program.
- i. **The residency/fellowship rotation** for the period of this agreement will be in accordance with the applicable Residency Review Committee of ACGME and the AOA/ADA with regard to standards, and policies and procedures. When rotating to another service or affiliate institution, the resident/fellow will be responsible to the service/affiliate to which he/she is assigned.
- j. **Agree to accept all assignments of duty** and to meet all mandatory academic responsibilities required by the Program Director and/or Chief of Service or their designee. All duties shall be performed in a professional and satisfactory manner.
- k. **Comply with the duty hour policies** of SBUH and the training program to which the resident/fellow is appointed. This includes accurate and honest reporting of duty hours.
- l. **Complete surveys and data entry** regarding patient outcomes and clinical and educational experience in an accurate and honest manner.
- m. **Agree to demonstrate responsiveness to patient needs that supersedes self-interest.**
- n. **Agree to care for patients** in an environment that maximizes effective communication by participating as a member of effective interprofessional teams that are appropriate to the delivery of care in the specialty.
- o. **Adhere to the training program's call schedule and schedule of assignment.**
- p. **Develop an understanding of ethical, socioeconomic and medical/legal issues** that affect GME and the practice of medicine. Learn cost containment measures in the provision of patient care.
- q. **Attend all GME mandatory seminars.**
- r. **Complete the medical records** for assigned patients within three (3) days of the discharge or death of the patient. Failure to comply with this provision may be cause for disciplinary action.
- s. **Adhere to the ACGME Institutional Requirements and to the ACGME-RRC Specialty-Specific Program Requirements.**
- t. **Adhere to all SBUH GME policies and procedures.**
- u. **Participate in the evaluation of the training program and its faculty.**
- v. **Comply with state and federal rules and regulations** pertaining to residents/fellows.
- w. **Comply with SBUH and its affiliated requests** which may include, but are not limited to, criminal background checks, substance abuse testing, and health screenings.
- x. **Not participate in moonlighting or any other professional activities outside the training program.** Residents/Fellows are prohibited from moonlighting unless expressly agreed to, in writing, by the GMEC. Any secondary employment or professional activities outside the training program may not exceed duty hours prescribed in the current Policy on Duty Hours.
- y. **Comply with all annual training requirements** (i.e., Fire Safety, Right-to-know, Infection Control, Patient Safety, HIPAA, etc.).
- z. **Obtain an annual Health Assessment** including a PPD, if applicable.
- aa. **Return all hospital property and complete all medical records before the last day of employment.**

I attest that I understand the above information and agree to accept the conditions for appointment at SBUH. I understand that this agreement is in effect for one year. If any policies are revised, I understand I will be notified of the revisions and will be able to access them on the SBUH website.

Name of Resident/Fellow (Printed) Signature Date

Name of Program Director (Printed) Signature Date

Name of Program _____