

## 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. This agreement outlines the terms and conditions of the appointment/reappointment (circle one) of house staff to these programs. The official letter of appointment states the salary, PGY level and dates of appointment.

I. SBUH will provide an environment free of intimidation, and be responsible for the following:

a. **Financial Support:** an annualized salary will be paid in biweekly installments as per the schedule put forth by the SUNY Board of Trustees.

b. **Benefits:** include but are not limited to:

- Vacations\* & \*\*
- Professional liability insurance\*
- Health insurance\*
- Parental leave of absence\*
- Sick leave\* & \*\*
- Disability/maternity\* & \*\*
- Leave of absence policy\*\*
- On-call meals, sleep rooms, laundry/linen\*
- Counseling, medical, psychological support services\*
- Policy on effect of leave for satisfying completion of program\*\*
- Policy on Physician Impairment and Substance Abuse\*\*
- Policies on Gender or Other Forms of Harassment\*\*
- Policy on Residency Closure/Reduction\*\*
- Policy on Duty Hours\*\*

Restrictive Covenants – No resident will be required to sign a non-compete contract.

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

**Appointment:** Before beginning your employment, you shall have graduated from a school offering programs accredited by the Liaison Committee on Medical Education, American Osteopathic Association or 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 all credentialing information including, but not limited to, your medical school diploma, a completed health physical acceptable to the institution's Employee Health Service and any documents required by the House Staff Office for processing. 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 having a visa with authorization to train in the United States 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'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. An appeal process is available as described in the current House Staff Manual, distributed at Orientation, as well as in the GME Policy and Procedure Manual (Grievance Procedure/Due Process, revised 11/24/03). This policy also includes the process for a resident to have their complaints and grievances, related to the work environment and/or issues related to the program or faculty, addressed.

**II. RESIDENT RESPONSIBILITIES:** The resident/fellow will be responsible for the following:

**a. Policies and Procedures.** I agree to be subject to the Policies of the Board of Trustees of the State University of New York and the Department that governs my appointment in my chosen academic training program. Furthermore, I understand that I will be subject to the policies and procedures of SBUH and its affiliates.

**b. Professional Licensure.** I agree to meet all applicable requirements for medical/dental licensure in New York State as defined by the State Education Department and will obtain the appropriate credentials as soon as I meet the standards of eligibility during the term of this agreement. I further agree to take the USMLE Part 3 examination by the completion of my PGY-1 year.

**c. Professional Conduct.** I agree to 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.

**d. Fulfillment of Terms of Employment.** Temporary appoints to a residency program are reviewed on a yearly basis. I 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 11/24/03.

**e. Rotations to other services and other affiliates.** The residency 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, policies and procedures. I agree, when rotating to another service or affiliate institution, to be responsible to the service/affiliate to which I am assigned.

**f. Assignments.** I agree to accept all assignments of duty and to meet all academic responsibilities required by the Program Director and/or Chief of Service or their designee and shall perform my duties in a professional and satisfactory manner.

**g. Core Curriculum.** I agree to attend all graduate medical education committee "required" seminars as part of my educational program developing competencies in my profession.

**h. Medical Record Completion.** I agree to complete the medical record of each of my patients for whom I have medical responsibilities within three (3) days of the discharge or death of the patient. It is further understood that I have the responsibility to complete any other required medical record(s) in a timely fashion as required in the Medical Staff Bylaws, Rules and Regulations. I am aware that failure to comply with this provision may be cause for fines and/or disciplinary action.

**i. Moonlighting or any other professional activities outside the program.** Postgraduate trainees are prohibited from moonlighting unless expressly agreed to, in writing, by the GMEC. Any secondary employment or professional activities outside the program may not exceed duty hours prescribed in Section 405.4 (10NYCRR).

**j. Clearance Procedure.** I agree to return all hospital property and complete all medical records before the last day of employment.

Having read and understood the above information and read the designated passages in the appropriate manuals, I agree to accept the conditions for appointment/reappointment 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.

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Name of Resident/Fellow (Printed)                      Signature    Date

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Name of Program Director (Printed)                      Signature    Date

Name of Program \_\_\_\_\_

\*            Refer to SUNY AT STONY BROOK HOUSE STAFF MANUAL

\*\*          Refer to GME Policy & Procedure Manual

07/04