

AGREEMENT OF APPOINTMENT

This contract is made between <name> and The University of Rochester Strong Memorial Hospital, 601 Elmwood Avenue, Rochester NY 14642 for the purpose of graduate medical education in <program> at the PGY<x> level in consideration of the mutual obligations set forth below.

This Contract is entered into for the purpose of defining the formal and continuing relationship between Strong Memorial Hospital and <name> during the participation in a graduate medical education program and supersedes any prior contracts for the same purpose and covering the same time period.

TERM: Commencing on ,<start date> and ending on <end date>.

COMPENSATION: The total compensation to the Resident for the term shall be based on the annualized salary of <\$salary> to be paid in semi-monthly installments if the annual base salary is less than \$50,000 per year; those over \$50,000 per year will be paid in monthly installments.

BENEFITS: Residents are provided benefits in accordance with University policies and procedures as applicable to residents. Detailed information regarding the vacation, professional liability, disability, and life insurance, medical and dental insurance, retirement plan, Leave of Absence (including effect on satisfying completion of program) and Family Medical Leave Act (including Parental Leave) and sick leave can be found in the Resident Manual located at <http://www.urmc.rochester.edu/SMD/gme/office.html>. A summary of these benefits is provided on the Summary of Resident Benefits table located on the same web site. Hard copies of both documents are also available from the Office for Graduate Medical Education. Mental Health Services are provided through the health insurance coverage. This list is not intended to be exclusive of other benefits which are in existence. The University reserves the right to amend or alter any of these benefits during the contract year.

RESIDENT RESPONSIBILITIES: Each trainee must agree to be bound by the Hospital policies and rules and regulations that relate to his/her activities as a trainee. These can be found in the Resident Manual and the Strong Memorial Hospital Policy Manual. These policies may be amended at any time.

Every trainee is expected to complete the full term of his/her contract. If, because of personal extenuating circumstances, a trainee must break his/her contract, the resident must give at least two months notice to the Office for Graduate Medical Education and the Department in which he/she is training.

INSTITUTION'S RESPONSIBILITIES: The Institution is committed to providing a quality educational experience to the trainees in an environment that encourages and promotes a scholarly environment. This environment is characterized by appropriate supervision by the attending teaching staff and adequate on-call facilities. In addition, residents are provided a meal allowance for each night they take call in the hospital and are provided three lab coats upon appointment and replacements as needed each subsequent year. Coats are available through the Office for Graduate Medical Education.

The Resident Manual (<http://www.urmc.rochester.edu/SMD/gme/office.html>) provides detailed information regarding all policies and procedures including those on Physician Impairment and Substance Abuse, Moonlighting, Duty Hours, Harassment, and the Residency Closure/Reduction. These policies and procedures can be amended at any time.

PROFESSIONAL ACTIVITIES OUTSIDE OF PROGRAM: Professional activities outside the training programs (moonlighting) are prohibited to the extent that they may interfere with training program responsibilities. Each department has its own policy on outside activities. All require the chairman and program director's prior approval. The University does not provide professional liability insurance coverage for resident moonlighting activities. Residents should seek written assurance of malpractice and workers' compensation coverage from any outside employer, and must have a valid New York State medical license and Federal DEA number prior to seeking such employment. Hours engaged in such activities must be reported to the program director and must be added to the trainee's program hours. The total hours must comply with the number of hours a trainee may work as detailed in the New York State Health Code Section 405 and by the ACGME.

CONDITIONS OF REAPPOINTMENT: All appointments (contracts) are for a period of one year. Residents may be reappointed for each subsequent year of training contingent upon the resident's satisfactory completion of the previous post-graduate year. The University may terminate this contract at any time when a resident's performance is not satisfactory. Appointment or reappointment does not constitute an assurance of successful completion of the residency program or post-graduate year. Satisfactory completion is based on satisfactory performance by the resident as measured by individual department standards.

A resident whose performance has not been satisfactory or who has failed to meet the level of competence for continuation in the program in the current year, or reappointment in a subsequent year, as determined by his/her department, will be notified after completing a period of probation of at least three months. In such circumstances of termination during the year, the resident will be given one month's salary and benefits in lieu of notice. The process for appealing such judgments is documented in the Disciplinary Procedures and Appeals Policy in the Resident Manual.

SUSPENSION AND/OR TERMINATION OF TRAINEE: If, in the judgment of the program director or department chairman, a trainee is impaired or his/her performance is such that the safety of patients is threatened, the trainee may be suspended pending further review. Written confirmation of the suspension and planned review shall be given to the trainee promptly, following review of the notice by the Associate Dean for Graduate Medical Education.

ACCEPTANCE: I have read this contract and agree to accept this appointment as offered for the period above. In accepting this appointment, I certify that I have reviewed the Resident Manual and agree to abide by the rules and regulations of the University of Rochester, and in particular the Medical Center and its component parts.

<resident>

<program director's name>
Program Director in <program>

Diane M. Hartmann, MD
Associate Dean for Graduate Medical Education

**PLEASE RETURN YOUR SIGNED CONTRACT WITHIN TWO WEEKS OF RECEIPT TO:
THE OFFICE FOR GRADUATE MEDICAL EDUCATION, BOX 60**