

SUNY UPSTATE MEDICAL UNIVERSITY TERMS OF RESIDENT APPOINTMENT

I, _____, hereby accept a temporary appointment in the Department of _____ (“Department”) at the State University of New York (“SUNY”), Health Science Center at Syracuse, New York, also known as Upstate Medical University (“Upstate”). This is a temporary appointment (as are all residency/fellowship appointments) pursuant to Article XI, Title F and Article XIV, Title A of the Policies of the SUNY Board of Trustees, and may therefore be terminated at any time for any nondiscriminatory reason. This is a PGY ____ level position, which commences on _____, and, unless terminated earlier, is anticipated to continue until _____. The annualized salary shall be \$_____ but is subject to proration if this appointment does not commence on, or is discontinued before, the anticipated dates.

APPOINTMENTS: This appointment is contingent upon verification that I am authorized for employment in the United States in accordance with the Immigration Reform and Control Act of 1986 and associated regulations. Further, this appointment is contingent upon my ability to perform the technical requirements of the position as defined by the Department, with or without reasonable accommodation, and the ability to be medically cleared for work at University Hospital by Upstate's Office of Student and Employee Health, based on medical documentation and if indicated: examination, x-ray and laboratory procedures. In addition, this appointment is contingent upon successful passage of all pre-employment procedures which includes mandatory drug screen and, if applicable, having duly complied with the Federal Veterans Affairs Selective Service Registration requirement (5 CFR 300, subpart G). These requirements are consistent with business necessity and ensure that I do not pose a threat to the health or safety of patients, co-workers, or other individuals in the workplace. Finally, the appointment is contingent on accurate completion of the *Resident Disclosure Form*. I understand that if the successful completion of my training (residency or fellowship) program requires a rotation through the Veterans Affairs Medical Center that my failure to have duly complied with the U.S. Military Selective Service Act (50 U.S.C. 3801 et seq.), rules, and regulations issued thereunder may result in the revocation and/or termination of my resident/fellow appointment.

POLICIES AND PROCEDURES: I understand that during my training as a resident or fellow (hereafter collectively termed “trainee”), I will be subject to the Policies of the Board of Trustees of the State University of New York and the Department of my appointment that govern my academic training program. Furthermore, I understand that I will be subject to the policies and procedures of Upstate, the University Hospital and its affiliates. Also, as a trainee with a temporary appointment employed by SUNY, I will be governed by the terms of the State University Professional Services Negotiating Unit Agreement that pertain to my position and are in force during the period of my appointment.

Upstate provides equal opportunity and does not tolerate harassment or discriminate based on a person's race, color, national origin, religion, age, disability, sex, pregnancy, gender identity, gender expression, sexual orientation, predisposing genetic characteristics, marital status, familial status, veteran status, military status domestic violence victim status, criminal conviction record or any other category protected under federal and state laws and regulations.

Trainees are encouraged to make special note of the Harassment Prevention Policy (UW H-01), Non-Discrimination and Equal Opportunity Policy (UW E-01) and the Upstate Code of Conduct (UW C-02) and to take appropriate measures to ensure that these policies are followed. Individuals who violate these policies will be subject to discipline up to and including termination/dismissal, expulsion, removal and/or other appropriate sanctions or actions pursuant to federal, state and local law and/or relevant collective bargaining agreements.

Questions or concerns may be brought to your supervisor, Human Resources, or the Upstate's Title IX Coordinator/Affirmative Action Officer.

SMOKING: Upstate is a smoke-free environment. There is no smoking allowed within the buildings or on the grounds leased or owned by Upstate. Onondaga County Local Law No. 10-2009 also prohibits smoking within 100 feet of the perimeter of property operating as a general hospital, including University Hospital.

PROFESSIONAL LIABILITY PROTECTION: Section 17 of the New York Public Officers Law is applicable to the majority of employees, including trainees, of the State of New York, with respect to defense and indemnification by the State for alleged acts or omissions alleged to have occurred while the state employee was acting within the scope of their public employment or duties, consistent with the requirements and provisions of that statute. Section 17 protection is available to the extent permitted under the Public Officers Law, unless otherwise provided for by agreement made by Upstate. Trainees functioning outside of University Hospital may not be covered under NYS Public Officers Law.

HEALTH INSURANCE*: Major medical and prescription coverage are provided to eligible State employees beginning on their 43rd day of employment. This requires an employee contribution per pay period. I understand that I must notify the Human Resources Benefits Office of any changes my dependents may have that affect my health insurance coverage. Failure to complete the health insurance enrollment forms and provide adequate proofs in a timely manner may result in additional pay period delay before coverage is in effect.

OTHER INSURANCE*: Dental insurance and vision care insurance will be provided by SUNY for eligible State employees beginning the 43rd day of employment.

VACATION*: Vacation leave accrues monthly. Trainees are entitled to earn the following number of vacation days per year: First and second year of service (15); third year (16); fourth and fifth year (18); sixth and seventh year (20).

SICK LEAVE*: Sick leave accrues in accordance with the schedule as stated above under vacation leave.

NIGHT ASSIGNMENT AND MEALS: Sleeping quarters (on-call rooms) will be provided for nights on in-house duty assignment. Trainees on in-house call at University Hospital or the Veterans Affairs Medical Center will receive meal credits to help defray the cost of meals while on-call.

LAUNDRY: Laundry service is available for hospital issued scrubs. Laundry service of lab coats is department specific.

EXTRA-CURRICULAR PROFESSIONAL ACTIVITIES: Upstate philosophically opposes involvement in extra-curricular professional activities (moonlighting) during graduate medical education training and Upstate policy requires that such activities be permitted only with the express written permission of the department chair. All moonlighting activities are reportable and will be considered in the calculation of compliance with NYS Department of Health Regulations Part 405 and Accreditation Council for Graduate Medical Education ("ACGME") work hour limitations for medical trainees, even if such activities do not occur in Health Science Center facilities. I further understand that my annual agreement may not be renewed if I fail to adhere to policies governing outside activities.

GRIEVANCE PROCEDURES: Grievance procedures for United University Professions (UUP) members are provided in the booklet entitled, Agreement Between State of New York and United University Professions which is available at uupinfo.org. Trainees that choose to not pay UUP dues will not have member benefits.

OTHER: Information regarding 1) disability and health insurance, 2) professional and parental leave of absence benefits, 3) sick leave benefits, 4) leave of absence policy, and 5) retirement eligibility and contribution can be found in the Housestaff Employees Summary of Employee Benefits manual provided by the Upstate Human Resources Benefits Office. In addition, information regarding 1) trainees' responsibilities, 2) conditions for reappointment & promotion to a subsequent PGY level, 3) implementation of grievance procedures and due process, 4) professional activities outside of the program, 5) moonlighting, 6) effect of leave for satisfying completion of program, 7) counseling, medical, psychological support services, 8) physician impairment and substance abuse and 9) duty hours policy (entitled "Resident and Physician Work Hours Policy") are documented in the *Resident Handbook* provided by the Graduate Medical Education Office and available on your MyHome page in MedHub. Access to information related to eligibility for specialty board examinations can be found on the Board web page of each specialty.

ACCREDITATION: Where applicable, Upstate will maintain educational programs that meet the general and

special requirements of the essentials for accredited residencies adopted by the ACGME.

**UNITED STATES MEDICAL LICENSING EXAMINATION (“USMLE”)/COMPREHENSIVE
OSTEOPATHIC MEDICAL LICENSING EXAMINATION OF THE UNITED STATES (“COMLEX”)
POLICY:**

FOR RESIDENTS WHO HAVE STARTED PRIOR TO JULY 1, 2015:

It is the understanding of both the program and _____, that if s/he does not pass USMLE Step III/COMLEX III prior to June 30th of the penultimate year of training, that s/he will not be promoted to the final level based upon the institutional USMLE Step III Policy. If s/he does not pass USMLE Step III/COMLEX III, the terms of resident appointment will be null and void and the resident may be eligible for renewal or extension in any residency program; may be continued at the same level; or, the resident's continuation in the program may be in jeopardy.

**FOR RESIDENTS STARTING ANY PROGRAM AT ANY LEVEL AFTER JULY 1, 2015 AND PRIOR TO
JUNE 1, 2021:**

It is the understanding of both the program and _____, that s/he must pass USMLE Step III/COMLEX III prior to June 1st prior to the final year of residency training. In the event that a Resident fails to demonstrate by that date that s/he has successfully passed the USMLE Step III or COMLEX III, the resident will not be promoted to the final year. Failure to pass will end in dismissal from the program and the resident will not receive a certificate of completion and will not be eligible for renewal or extension in any residency program at SUNY Upstate Medical University.

FOR RESIDENTS STARTING ANY PROGRAM AT ANY LEVEL AFTER JUNE 1, 2021:

It is the understanding of both the program and _____, that s/he must pass USMLE Step III/COMLEX III prior to June 30th of the PGY 2 residency training year. In the event that a Resident fails to demonstrate by that date that s/he has successfully passed the USMLE Step III or COMLEX III, the resident will not be promoted to the PGY 3 year. Failure to pass will end in dismissal from the program and the resident will not receive a certificate of completion and will not be eligible for renewal or extension in any residency program at SUNY Upstate Medical University. Any resident that begins employment at Upstate at the PGY 3 level or higher must have successfully passed USMLE Step III/COMLEX III prior to the start of employment.

FOR ALL FELLOWS REGARDLESS OF START DATE:

It is the understanding of both the program and _____, that prior to starting any fellowship program the fellow will have passed USMLE Step III/COMLEX III. If s/he does not pass USMLE Step III/COMLEX III, these terms of appointment will be null and void and the fellow will not be able to start the program.

I have read the above and agree to perform my duties as a resident/fellow satisfactorily and to the best of my ability, consistent with hospital and departmental policies, procedures, and applicable regulations.

I understand that this document is NOT an employment contract as defined by law and that my resulting appointment will be temporary and may be terminated at any time. I understand that this document only summarizes the terms and conditions of my resident appointment at the time of execution and that changes may occur at any time in the future in the sole discretion of Upstate. I further understand that my appointment is contingent upon various factors, including those outlined herein, and I certify that I have read and understand this document in its entirety.

RESIDENT/FELLOW SIGNATURE and DATE

PROGRAM DIRECTOR'S SIGNATURE & DATE

* These benefits may be terminated, suspended or amended in whole or in part. Trainees participating in rotations at the Veterans Administration Medical Center (VAMC) may be subject to different conditions including background checks and drug testing.

REVISED 10/16/20 – For the 21-22 Academic Year

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