



AGREEMENT OF APPOINTMENT

This contract is made between Jane Doe and The University of Rochester Strong Memorial Hospital, 601 Elmwood Avenue, Rochester NY 14642 for the purpose of graduate medical education in XXXXXX 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 Jane Doe 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 7/1/20XX and ending on 6/30/20XX.

COMPENSATION: The total compensation to the Trainee for the term shall be based on the annualized salary of \$XX,XXX.00 to be paid in monthly installments.

BENEFITS: Trainees are provided benefits in accordance with University policies and procedures as applicable to residents and fellows. Detailed information regarding vacation, disability, life insurance, medical and dental insurance, retirement, leave of absence (including effect on satisfying completion of program), Family Medical Leave Act (including Parental Leave), and sick leave can be found in the Onboarding Packet for new trainees and on the University's Intranet under Benefits for continuing trainees. Professional liability insurance, mental health services (provided through health insurance coverage), counseling and psychological support services (provided through Strong Employee Assistance Program and Behavioral Health Partners of UR) can also be found in the Onboarding package and the University Intranet. 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.

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. All policies are kept on the University of Rochester Medical Center and GME web and intranet sites, and policies you must read in advance will also be provided in your Onboarding materials herein. You will have access to the University's intranet sites upon the effective date of your employment.

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, at least two months notice must be given 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, trainees are provided a meal allowance for each night they take call in the hospital and are provided lab coats upon appointment and replacements as needed each subsequent year. Lab coats/scrubs are available through the Office for Graduate Medical Education at orientation.

The Onboarding procedure for new trainees and the Intranet site for continuing trainees, provides detailed information regarding: physician impairment and substance abuse policies, moonlighting, work hours, disciplinary procedures and appeals policy, adjudication of complaints and grievances related to the work environment or issues related to the program or faculty, information relating to access to eligibility for certification by the relevant certifying board, harassment, residency closure/reduction, restrictive covenants, and accommodation for disabilities. Any and all policies and procedures may 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 same professional liability insurance policy covers training and Strong Health moonlighting activities. Trainees 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 with the ACGME.

CONDITIONS OF REAPPOINTMENT: All appointments (contracts) are for a period of one year unless stipulated otherwise on page 1. Trainees may be reappointed for each subsequent year of training contingent upon satisfactory completion of the previous post-graduate year. The University may terminate this contract at any time when 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 trainee as measured by individual department standards.

A trainee 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 of such decision typically 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 details and process for termination and/or non-reappointment are applicable as set forth in the Disciplinary Procedures and Appeals Policy sent in the Onboarding Package and on the GME intranet site. The process for appealing such decisions is described in that policy.

SUSPENSION AND/OR IMMEDIATE 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 Senior Associate Dean for Graduate Medical Education. Further reasons for suspension and/or immediate termination, as well as details and process applicable to suspension and/or immediate termination are applicable here as set forth in the Disciplinary Procedures and Appeals Policy sent with your Onboarding Package and are also available electronically on the GME intranet.

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 policies contained herein and agree to abide by the rules and regulations of the University of Rochester, and in particular the Medical Center and its component parts.

Jane Doe

Jason Smith, M.D.

Diane M. Hartmann, M.D.
Senior Associate Dean for Graduate Medical Education