

HOUSE STAFF APPOINTMENT AGREEMENT

between

ALBANY MEDICAL CENTER HOSPITAL ("AMCH")

and

Click or tap here to enter text. ("Resident" or "you")

1. **Appointment Term:** The Resident is appointed to the position of

PGY-Click or tap here to enter text.

on the House Staff of Albany Medical Center Hospital* for the term of

Click or tap here to enter text. Through Click or tap here to enter text.

2. **Applicable Regulations:** This appointment is subject to the bylaws of Albany Medical Center Hospital and of its Medical Staff, as well as any rules, regulations, policies and procedures promulgated under those bylaws and any applicable federal, State, and local accreditation requirements, laws and regulations. In support of a safe, drug free workplace, criminal background checks and drug testing are part of AMCH's hiring process. Copies of all AMCH'S rules, regulations, policies and procedures are available to the Resident.
3. **Program:** AMCH will provide a training program in accordance with the "Essentials of Accredited Residencies" adopted by the Accreditation Council for Graduate Medical Education and published at www.acgme.org.
4. **Resident Responsibilities:**
- A. **Patient Care Under Supervision:** The Resident will provide safe and appropriate patient care as required by the training program, under the general supervision of the Program Director and at a level of achievement consistent with the standards set by the Resident's Department.
 - B. **Compliance:** The Resident will at all times act in conformity with all federal, State and local laws and regulations and AMCH policies and procedures applicable to the practice of medicine, operation of medical facilities and provision of services under this Agreement.
 - C. **Rotations:** While assigned to rotation at affiliated hospitals or practice sites, the Resident will comply with the educational and clinical policies and regulations in effect at each such affiliated hospital or site.

* As used in this Agreement, "Albany Medical Center Hospital," or "AMCH," includes Albany Medical Center Hospital itself (including its Albany Medical Center - South Clinical Campus location), Albany Medical College (including its Faculty Practice), Albany Med Health System (formerly known as Albany Medical Center) and their respective corporate affiliated entities, as the context and circumstances may require or imply.

- D. Medical Records: The Resident will complete in a timely fashion the medical records which are his/her responsibility and hereby attests that she/he will make every effort to write legibly; use abbreviations that are clear, unambiguous and approved; co-sign all telephone and other verbal orders as soon as possible, and in all circumstances within 48 hours; date and time all entries and identify him/herself, using his/her identification number, in all entries made in the medical record; and identify supervising attending physicians for all patient care, including consultations.
- E. Defense of Claims; Professional Liability Insurance: The Resident agrees to cooperate with the investigation and defense by Albany Med Health System and its insurance program or carrier of any incident, claim or lawsuit which may arise in connection with patient care activities taking place during the term of this appointment or in which the Resident may be involved, whether or not the Resident is a named defendant. In the event that the Resident is served with any summons, subpoena or other legal process, request or demand pertaining to Albany Med Health System, or any of its constituent entities or their respective officers or employees, or in any manner pertaining to the Resident's activities authorized by this Agreement, the Resident will promptly notify the Albany Med Health System Risk Management Department or the Albany Med Health System Legal Department. The Resident will be covered on an occurrence basis under the self-insurance program of Albany Med Health System for claims arising out of duties performed within the scope of the Resident's employment at AMCH. While on rotation at any affiliated hospital or practice site, the Resident will be subject to the coverage noted above or the insurance coverage, policies and programs in effect at such affiliated hospital or practice site according to the institutional affiliation agreement then in place between such hospital or practice site and AMCH. The parties' obligations as set forth in this paragraph will survive the expiration or termination of the Resident's employment at AMCH.
- F. Work Hours, including Dual Employment: The Resident's employment will encompass the Resident's entire professional effort and, as such, the Resident's participation in any professional activities outside of AMCH will require approval in advance by his or her Program Director. The Program will not require "moonlighting," and will not permit same in absence of such advance approval. Additionally, the Resident is prohibited from working additional hours as a physician rendering patient care services elsewhere if such dual employment would cause him or her to exceed the maximum number of work hours permitted by any accreditation requirement or regulation. Any failure to comply with this section of the Appointment Agreement will be deemed a material breach of this Agreement, and may cause the Resident to be subject to disciplinary action, up to and including termination. The Resident is required to follow all AMCH Resident policies for compliance with ACGME and New York State "Part 405" Duty Hour Regulations. This includes obtaining prospective, written permission that discloses the number of hours devoted to such activity in advance of any proposed employment outside of AMCH and retrospective monitoring by the Residency Program of the number of hours devoted to this activity.
5. Compensation and Benefits: The Resident's salary will be established at the annualized rate of \$[Click or tap here to enter text.](#), payable bi-weekly. If the Resident accepts an assignment during which the Resident is paid by another institution, or by a grant or a fellowship, the Resident will not be entitled to a salary from AMCH for that period. Benefits and services currently available to the Resident are described below. Such benefits and services as are covered by AMCH's employee benefit plan, as amended from time to

time, shall generally be the same as those available to other full-time AMCH employees and shall be at all times subject to the terms and provisions of that plan. More information on employee benefits will be available for the Resident's information on the Albany Med Health System Intranet>Workforce>Benefits page.

- A. Medical, Dental and Vision Insurance: The Resident is eligible for individual or family medical, dental and vision insurance programs offered to AMCH employees under the Albany Med Health System's group plans with coverage commencing on the first day of employment. Any applicable premiums for which the Resident will be responsible will be paid by the Resident by payroll deduction. If the Resident waives participation in Albany Med Health System's medical insurance benefit coverage, the Resident must provide proof of alternative medical insurance coverage and maintain such coverage throughout the term of this Agreement.
- B. Short Term Disability: The Resident is eligible for New York State Disability benefits after four weeks of employment. Supplemental short-term disability benefits are also available as of date of hire, and coordinate with New York State Disability benefits to provide a disabled employee with a weekly benefit equal to 50% of basic earnings (maximum benefit of \$1,750 per week) payable for up to 26 weeks during a 52 consecutive week period
- C. Long Term Disability: Long-term disability insurance is effective after a disability extends beyond six months. The program provides a monthly benefit of 60% of basic monthly earnings up to a maximum of \$8,500. Coverage becomes effective after three months of employment.
- D. Life Insurance: The Resident is eligible for life insurance coverage equal to two times the Resident's base annual salary rounded to the next higher \$1,000. Coverage will become effective after 90 days of employment.
- E. Retirement Plan: The Resident is permitted to participate in the Retirement Plan and 403 (b) Plan offered by AMCH to its employees, subject to applicable eligibility requirements.
- F. Other Benefits:
 - (1) The Employee Assistance Program (EAP) provides a confidential counseling resource to employees who may be experiencing personal problems. The EAP will help to identify and explore alternative solutions to problems that may be emotional, financial, legal, marital or drug related, including identifying medical or psychological support services
 - (2) Uniforms and laundry services for the Resident's will be provided by AMCH.
 - (3) The Resident may park free of charge in a Center parking lot or garage in an area so designated.
 - (4) A subsidy for meals will be provided at AMCH based on extended work hours. Private on-call rooms with housecleaning services are also available.
 - (5) Lockers are provided to the Resident at AMCH.

6. Leave Policy:

- A. Vacation Leave: The Resident may receive up to a maximum of three weeks leave time (21 days, including 15 weekdays and 6 weekend days) per academic year, to be scheduled

by agreement with the Program Director. Unused leave time may not be carried over to the next academic year, nor will payment be made for unused leave time.

- B. Wellness Days: Two wellness days may be used per academic year for illness or injury, or medical, mental health, or dental care appointments or other wellness-related activities. Time off beyond these two days will be deemed Vacation Leave or Sick Leave (at the Resident's option), and will be deducted as such.
- C. Sick Leave: Sick Leave, up to a maximum of fifty-six hours per academic year (in increments of up to four hours), may be arranged upon oral or written notice to the Program Director, in accordance with AMCH Residency Program policy and applicable law. A printed summary of New York Paid Sick Leave requirements will be available for review in the Graduate Medical Education office.
- D. Professional Leave: House staff presenting at a conference or attending a conference required by their program are to be permitted time for these activities and should not have this time deducted from Vacation Leave. If a Resident chooses to attend a conference where they are not presenting or mandated to attend, whether or not this is deducted from Vacation Leave will be determined at the discretion of the Program Director and based on program/educational needs and ACGME/ABMS requirements. House staff may be allotted up to five days in total for professional interviews during their training program. This time away must not interfere with specialty board requirements and is at the discretion of the Program Director.
- E. Family and Medical Leave of Absence: The Resident shall be eligible for and have access to leave time pursuant to the federal Family and Medical Leave of Act (FMLA) to the same extent and in the same manner as are all other AMCH employees. (See AMC House Staff Handbook for details.) Time spent on FMLA is unpaid unless the Resident is eligible for disability payment and/or chooses to apply unused Vacation Leave.
- F. Holidays: AMCH holidays do not apply to House Staff. Due to the nature of the Residency training program and responsibilities for patient care, House Staff are scheduled for duty without regard to AMCH Observed Holidays.
- G. In General: All leaves must be reviewed by the Resident's Program Director to determine the effect of the leave on satisfying the criteria for completion of the residency program and on eventual board eligibility. Access to information related to specialty board requirements and eligibility can be found in the House Staff Handbook.

7. Policies:

- A. Credit: Credit for completion of the program year, and certification of completion of a terminal program year, will be contingent upon satisfactory performance and in accordance with the requirements of the Resident's Department, Division or Program, as well as with applicable ACGME Program, Common Program and Institutional Requirements.
- B. Term: The term of this Agreement and the Resident's appointment will not exceed one year; provided, however, that if the Resident is designated as "PGY-1" in Section 1 hereof, the term of this Agreement and the Resident's appointment will be as specified in the said Section 1 in order to accommodate the Resident's initial orientation activities. Appointment for a subsequent program year ("renewal") will be at the discretion of AMCH and the Program, and will be contingent upon satisfactory completion by the Resident of all

applicable requirements, including without limitation execution of a new House Staff Appointment Agreement.

- C. Renewal and Promotion: Decisions regarding promotion and/or renewal will generally be communicated in writing at least four months prior to the expiration of this Agreement. If the primary reason for any non-renewal or non-promotion occurs within the four months prior to expiration of this Agreement, the Resident will be given as much advance, written notice as is reasonably possible, under the circumstances, prior to such expiration. Each resident hired on or after July 1, 2011 must adhere to the requirements for taking and passing USMLE III as outlined in the House Staff Handbook. (See AMC House Staff Handbook for more details).
- D. Discipline – Suspension and Termination: The Resident may be subject to disciplinary action, up to and including suspension and/or termination by AMCH, in accordance with its Disciplinary and Dismissal policies, or for breach of the terms of this Agreement by the Resident, or for other reasonable cause.
- E. Grievances and Appeals: If a Resident believes that s/he is being treated in a manner that is inconsistent with the treatment of other Residents, or if the Resident wishes to challenge an appealable adverse decision made by his/her Program Director, the Resident may elect to appeal the matter to the Graduate Medical Education Council (GMEC). All such appeals shall be subject to the limitations and other provisions set forth in Albany Medical Center's Resident Policy on Grievances and Appeals. (See AMCH House Staff Handbook.)
- F. Invention and Patent Rights. As a condition of employment, the Resident assigns to Albany Medical College full title to all inventions and discoveries and all patent rights created or disclosed by him or her during such employment, unless such assignment is waived in writing by the College in accordance with the provisions contained in its institutional patent policy, and the Resident agrees to promptly disclose the existence of all such inventions and rights and to execute such assignments and other documents as the College may require and to otherwise cooperate in the College's efforts to prosecute or protect its interest therein.
- G. Substance Abuse: It is the policy of AMCH that the unlawful manufacture, distribution, sale, dispensation, possession or use of any drug or alcoholic beverage is prohibited in the workplace and the classroom. Residents must not report for duty while impaired in any manner by any substance or while under the influence of any illegal drug or any alcoholic beverage or other intoxicant. Any Resident who fails to abide by this policy will be subject to corrective action up to and including termination in accordance with Human Resources Policies. Such corrective action may be subject to mandatory reporting to the State and/or federal authorities. (See AMCH Policy on Alcohol and Drugs and Resident Impairment: An Addendum)
- H. Sexual, Gender and Other Forms of Harassment: Any Resident who believes she or he is being harassed by an employee of AMCH or any of its affiliated entities, or anyone on Albany Med Health System premises, should report such harassment to his/her immediate supervisor or to the Human Resources Department. Any employee who is found by AMCH to have harassed an employee, student or applicant will be subject to corrective action, up to and including discharge. AMCH's prohibition of sexual harassment is set forth in the House Staff Handbook's Policy on Discrimination and Harassment in the Workplace.

- I. Accommodation for Disabilities: AMCH will provide reasonable accommodations to otherwise qualified Residents with known disabilities to the full extent required by applicable State and federal law.

8. Non-Exclusion: As an additional condition of your appointment and employment, you warrant and covenant that you are and will remain qualified to participate fully as a Resident in the provision of services supported by any and all federal and state sponsored or funded health care and research programs; that neither you nor any entity in which you have or had a controlling or shareholder interest has ever been sanctioned or excluded by such a program; and that neither you nor such an entity has ever withdrawn voluntarily or involuntarily from such a program in settlement of government allegations or in order to avoid such sanctions or exclusion, or any civil or criminal proceeding relating to such programs. You further warrant that you are not now and never have been included on the FDA or any other federal or state debarment list or similar exclusion mechanism, and that your privileges or eligibility to engage in human subject research or other research have never been voluntarily or involuntarily suspended, limited or curtailed, whether by government, a research sponsor, or a research institution. You shall notify AMCH immediately upon learning of a past or pending investigation, suspension, limitation or exclusion from participation in any federal or state sponsored or funded health care or research program, whether directed at yourself, AMCH or any entity in connection with your professional or other activities. You shall also inform AMCH immediately in the event your staff or other privileges at any other medical facility are terminated, limited, curtailed or suspended, or are relinquished by you; failure to do so within seven (7) days of notice to you of such change in privileges shall effect an automatic termination of your appointment and employment effective the date such privileges are limited, curtailed, suspended or terminated. Your appointment and employment shall terminate immediately upon your exclusion or suspension from, or a finding that you are otherwise ineligible to participate in, a federal or state sponsored or funded health care program. You agree to indemnify and hold harmless AMCH and its affiliated entities, and their respective officers and employees for any and all claims asserted, costs, damages, losses, and/or penalties assessed with respect to misrepresentations made or failure to disclose material information to AMCH regarding your authority to participate in federal and state sponsored or funded health care or research programs. This indemnification provision shall survive the termination or expiration of your appointment and/or employment at AMCH.

9. General Terms:

- A. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, and any action or other legal proceeding brought pursuant to or in connection with this Agreement by either party hereto shall be venued and maintained, except upon mutual written consent of such parties, within the County of Albany and State of New York.
- B. Third Parties: Unless and except as specifically provided herein, only the parties hereto shall have the right to enforce or benefit from the provisions of this Agreement, and no term or condition of this Agreement shall be deemed or construed to confer any direct or indirect right or benefit on any person or entity not a party to this Agreement.

- C. Entire Agreement: This document shall constitute the entire Agreement between you and AMC, merges with and supersedes any previous or contemporaneous understandings, written or verbal representations, terms or conditions by either party regarding the subject matter hereof and shall not be modified, amended, revised, transferred, conveyed or assigned by either party except upon mutual written agreement signed by both parties' respective authorized agents.

RESIDENT

ALBANY MEDICAL CENTER HOSPITAL

Click or tap here to enter text.

By: Alan Boulos, M.D.
Dean
Albany Medical College

Click or tap here to enter text.

DATE

DATE