Print Form

MEDICAL RESIDENT EMPLOYMENT AGREEMENT
VA WESTERN NEW YORK HEALTHCARE SYSTEM, BUFFALO, NY

Offer Date: _____
Anticipated Start Date: _____

1. **General**. Once appointed as an employee of the Department of Veterans Affairs pursuant to the procedures required by Title 38 of the United States Code, the Department of Veterans Affairs Medical Center, Buffalo, NY, ("Employer") hereby employs _____ ("Employee"), who has received an offer to be a PGY ____Resident ("Resident") in the University at Buffalo ("UB"), The State University of New York ("SUNY") sponsored _____ resident training program ("Program") directed by the UB Program Director ("Program Director"), subject to the terms and conditions of this Agreement. Employee will devote his/her full professional time and best efforts to provide medical services that are directly related to Employee's participation as a Resident in the Program and shall perform those duties in a professional, competent and cooperative manner consistent with his/her training and experience. Notwithstanding any of the terms and conditions contained herein, nothing in this Agreement shall alter the rights and responsibilities of the Employee as an employee of the Department of Veterans Affairs as may be set forth in federal law, regulation and/or policy.

2. **Pre-Employment and Employment Conditions**.
   (a) Within the specified time frames set forth below, Employee must comply with the following pre-employment conditions: (i) sign, date and return this Agreement to the Program Director within thirty (30) days of the Offer Date set forth above; (ii) complete and return to the Program Director within thirty (30) days of the Offer Date a signed Application for Employment, together with all applicable credentialing information; (iii) complete and return to the Program Director within thirty (30) days of the Offer Date, all required employment paperwork requested by Employer including, but not limited to, New York State and Federal tax and federal guidelines for employment eligibility (*e.g.* Form I-9 Employment Eligibility Verification); (iv) participate in mandatory Employer and UB Graduate Medical Education ("GME") orientation programs including a complete medical history and comprehensive physical examination performed by a physician selected by the Employer prior to commencement of any medical duties; (v) to the extent applicable, provide all necessary documentation and obtain proper immigration status and work authorization (either H-1B or J-1 status) to perform as an Employee who is a Resident, no later than the Anticipated Start Date set forth above. Employee shall deliver all requested documents to the attention of the Program Director via electronic mail attachment in Adobe Reader format or via facsimile/telecopier, with the original received by the Program Director within the above specified time frames. Failure to do so may result in withdrawal of this Offer of Employment, in which case the Offer will be of no further effect.
   (b) Employee must submit to an annual health screening by a physician selected by the Employer, during each Contract or Renewal Year; and

(c) The Employee agrees to comply with all applicable Employer, UB GME and affiliated teaching hospital ("Hospital") policies throughout the term of employment, including without limitation, the UB GME and/or Employer Moonlighting Policy, Impaired Physician Policy, Grievance Procedures Policy, Duty Hours Policy, Accommodation for Disabilities Policy and Harassment Policy, which policies are set forth in the UB GME Resident Manual provided to each Resident at the beginning of a Contract Year and available on the UB GME website (currently http://wings.buffalo.edu/smbs/GME/policies.htm); and to provide medical services in accordance with all applicable statutes, regulations, rules, orders and directives of all applicable governmental and regulatory bodies. The Employee specifically understands and agrees that he/she may be required to undergo a medical examination (including, but not limited to, blood test(s) and/or urinalysis) or other clinical evaluation if reasonably suspected of impairment or potential impairment to determine compliance with UB GME and/or Employer's Impaired Physician Policy. Failure to comply with any of the UB GME, Program, Hospital, and/or Employer policies may be grounds for immediate disciplinary action including, but not limited to, suspension or termination of employment.

3. **Term and Renewal**. The employment term shall not exceed the period set forth in the appointment of the Employee pursuant to provisions of Title 38 of the United States Code and is effective from _____, ____ through _____, ____ ("Contract Year") unless terminated sooner pursuant to this Agreement, or pursuant to other authority available to the Employer as set forth in federal law, regulations and/or policy, and may be renewed by the Employer upon the recommendation of the Program Director for successive terms ("Renewal Year") from _____, ____ through _____, ____. Conditions for Renewal Year terms include, but are not limited to, satisfactory performance within the Contract Year and any subsequent Renewal Year, and evidence of Employee's satisfactory progressive scholarship and professional growth within the Program, as evaluated by the Program Director and/or individuals who are appointed as faculty members of the UB School of Medicine and Biomedical Sciences.

4. **Compensation**. Employer shall pay Employee a salary established by and consistent with federal law, regulation and/or policy in the amount of _____ per year, payable bi-weekly and subject to appropriate withholding and other payroll deductions.

5. **Benefits**. Employee shall be eligible to participate in the Employer provided benefit programs as may now or hereafter be established by the Employer. Detailed information regarding these benefits, such as hospital and health insurance, vacation, professional liability, disability, life insurance, medical and dental insurance, leave of absence (including its effect on satisfactory completion of the Program), Family Medical Leave Act leave (which includes parental leave), and sick leave can be found in the UB GME Resident Manual. Notwithstanding any of the benefits stated therein, nothing in this Agreement shall alter the benefits provided to employees of the Department of Veterans Affairs as may be set forth in federal law, regulation and/or policy. Mental health care is provided through the health insurance coverage. The Employer reserves the right to amend, substitute and/or terminate any benefit or benefit program during the Contract or Renewal Year.

6. **Professional Qualifications**. The information (written or otherwise) provided in connection with Employee's Application for Employment and all other employment related documents, including without limitation information relating to professional qualifications and competence, must be true and correct as of the Anticipated Start Date. All graduates of a foreign medical school must deliver to the Program Director, and, if requested, to a representative of the Employer, a valid Educational Commission for Foreign Medical Graduates certificate, or demonstrate satisfactory completion of a Fifth Pathway Program. The Employee shall notify the Employer and his/her Program Director, in writing, within five (5) business days in the event any information, representation, duty or covenant set forth herein becomes untrue or inaccurate in any material respect. The failure to adequately complete and/or update the Application for Employment and all other employment related documents, or the failure to notify and disclose the fact of changed circumstances to the Program Director shall, in and of itself, constitute a basis for denial or revocation of an offer of employment and may result in other actions and/or sanctions that may be provided by federal law, regulations and/or policy, including termination of employment.
7. **Duties and Responsibilities**.
   (a) **Employee**. The Employee shall at all times:
      i. act in a manner consistent with generally accepted standards of medical care in the Western New York community and the UB Resident Code of Professional Conduct; and
      ii. comply with all applicable laws and regulations for health care workers; adhere to the ethical and professional standards of the medical profession and all professional and governmental agencies which set standards for the practice of medicine generally; and
      iii. be bound by the by-laws and applicable laws, rules, regulations and procedures at each Hospital in which Employee practices medicine pursuant to this Agreement, and such policies, procedures and guidelines as are now or may hereafter be established by Employer, UB GME, or the Program; and
      iv. accept all duty assignments and attend all UB GME and Program required courses, seminars, and classes; and
      v. promptly report to Employer and the Program Director any and all employment-related accidents and illnesses and promptly pursue appropriate treatment for such accidents and/or illnesses.
   (b) **University at Buffalo (UB)**. UB is the sponsoring institution responsible for providing over all management and control of accredited graduate medical education programs in the Buffalo Niagara Region, and shall be generally responsible for complying with the requirements of the Accreditation Council on Graduate Medical Education, American Osteopathic Association, and/or Commission on Dental Accreditation and other bodies having jurisdiction.
   (c) **Hospitals**. Each Hospital is responsible for the provision of (i) professional medical services by Employee to patients at the Hospital and (ii) the Employee's professional liability coverage at all times in which the Employee is providing professional medical services as part of his/her Program duties for the Hospital. Each Hospital retains the right to administer disciplinary proceedings in accordance with its applicable laws, by-laws, rules and regulations.

(d) **Program.** The sole purpose of the Program Director's signature on this Agreement is to certify to Employer that the Employee has received an offer to be a Resident in the Program named in this Agreement. The Program is responsible for the provision of (i) the educational curriculum, content and experience in accordance with the guidelines, policies and procedures set forth by the relevant accrediting body and/or UB, (ii) information on the effect of leaves of absence on satisfying the educational criteria for completion of the Program, and (iii) information relating to access to and eligibility for certification by the relevant certifying board.

8. **Termination of Employment**. The employment and professional relationship provided for in this Agreement may be terminated at any time by: (i) the Program Director with the written concurrence of the Employer, or (ii) by the Employer, with the written concurrence of the Program Director, each of which is subject to the UB GME Grievance Procedures Policy or (iii) the Employer, pursuant to and as may be required by applicable federal law, regulation and/or policy.
9. **Non-Renewal of Agreement.** This Agreement may not be renewed upon the recommendation of the Program Director, subject to the UB GME Grievance Procedures Policy, provided that, whenever possible, Employee will be given not less than four (4) months notice of nonrenewal.
10. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof, and may not be changed orally but only by an agreement in writing signed by Employer and Employee. However, notwithstanding the above, the terms and conditions set forth in this Agreement shall be effective only to the extent they are permitted by federal law, regulation and/or policy. This Agreement supersedes, rescinds, and replaces any other oral or written agreement, contract or memorandum of understanding between the parties related to the current Contract Year.
11. **Further Assurance**. Employee shall execute and deliver all documents, papers and instruments presented by the Program Director and/or Employer necessary or appropriate to carry out the Program and the terms of this Agreement.
12. **Notices.** All Notices and communication required or permitted under this Agreement shall be in writing and personally delivered, or sent by first class United States mail, postage prepaid and addressed to the party at the addresses set forth in this Section. All mailed notices shall be deemed given when personally delivered or on the date deposited in the United States mail.

    If to Employer: VA Western New York Healthcare System
    3495 Bailey Avenue
    Buffalo, NY 14215
    Attn: Chief Medical Officer

    And: University at Buffalo Office of Graduate Medical Education
    117 Cary Hall
    3435 Main Street
    Buffalo, NY 14214

    If to Employee, to the address provided by Employee to the UB Office of Graduate Medical Education.
13. **Waiver**. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation.

14. **Governing Law**. This Agreement shall be construed, interpreted and enforced under and in accordance with federal law with jurisdiction residing in the United States District Court for the Western District of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the ____ day of _____, _____.

VA WESTERN NEW YORK HEALTHCARE SYSTEM, BUFFALO, NY

Dated: _____ By: _____
Avery K. Ellis, M.D., Ph.D., Chief of Staff

Dated: _____ _____
Employee's Signature

I hereby certify to Veterans Affairs Western New York Healthcare System, Buffalo, New York, that the Employee in this Agreement received an offer to be a Resident in the Program named in this Agreement.

Dated: _____ _____
UB Program Director Signature
Print Name: _____

NOT VALID WITHOUT ALL 3 SIGNATURES