{B:}MEDICAL RESIDENT APPOINTMENT AGREEMENT

UNIVERSITY AT BUFFALO{:B}

DATE OF MEDICAL RESIDENT APPOINTMENT AGREEMENT: {LDATE}

{B:}WHEREAS{:B}, a Medical Training Agreement (the "Training Agreement) has been entered into by the United States of America (the "Government") and the University at Buffalo (the "Sponsoring Institution") for the benefit of the Government, the Sponsoring Institution, and the Resident;

{B:}WHEREAS{:B}, the Medical Resident Appointment Agreement (the "Appointment Agreement") has been entered between the Resident and the Sponsoring Institution with the understanding that the Sponsoring Institution shall provide training to {B:} {NAME\_F} {NAME\_L}{:B} (the "Resident") at no training cost to the Government in return for the services of the Resident, at no cost to the Sponsoring Institution, it being expressly understood that the Resident is an employee of the Government that the Resident will have the same rights, privileges, and responsibilities of other residents/fellows who receive training from the Sponsoring Institution, except that the Resident is not and shall not be an employee of the University at Buffalo or of the University Medical Resident Services, P.C., and is being paid a salary and other benefits for the Resident's services under this Appointment Agreement through the Government.

{B:}NOW, THEREFORE{:B}, the undersigned and the Resident (hereinafter collectively referred to as the "Parties") hereby enter into this Appointment Agreement on the following terms and conditions

 1. {B:}Appointment{:B} The Sponsoring Institution hereby appoints the Resident to a {B:}PGY{LEVEL}{:B} resident position in the ("SUNY"){B:} {PROG}{:B} resident training program ("Program") directed by the UB Program Director ("Program Director"), subject to the terms and conditions of this Appointment Agreement. Resident will devote his/her full professional time and best efforts to provide medical services that are directly related to his/her 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.

 2. {B:}Pre-Training and Training Conditions{:B}

 (a) Within the specified time frames set forth below, Resident must comply with the following pre-training conditions:

 (i) sign, date, and return this Appointment Agreement to the Program Director by June 1, 2020:

(ii) upload in MedHub within thirty (30) days of the Offer Date a signed Application for Appointment, together with all applicable credentialing information;

 (iii) upload in MedHub within thirty (30) days of the Offer Date all required Appointment paperwork requested by Sponsor.

 (iv) submit to the Sponsoring Institution's Office of Graduate Medical Education within thirty (30) days of the Date of Medical Resident Appointment Agreement as set forth above: satisfactory proof of medical coverage, short-term disability coverage, long-term disability coverage and workers compensation insurance; and

 (v) participate in mandatory UB Graduate Medical Education ("GME") orientation programs including a complete medical history and comprehensive physical examination performed by a physician selected by the Sponsoring Institution prior to commencement of any medical duties.

Resident shall deliver all requested documents in the MedHub orientation package (Adobe Reader format). Failure to comply with any of the pre-appointment conditions set forth in (i) - (v) above, within the applicable time frames, as well as failure to complete and return or upload requested document in the Adobe Reader format may result in withdrawal of this Appointment, in which case the Offer will be of no further effect.

 (b) In accordance with the UB Graduate Medical Education Resident ("UBGME") Occupational Health Policy, Medical Resident Appointment must submit to an annual health screening and pre-appointment drug screening by a physician selected by the Sponsor during each respective Contract or "Renewal Year"; as defined below. Further, Sponsor, through UBGME, reserves the right to conduct a pre-appointment background investigation on all of its potential Residents. The offer of appointment is contingent upon satisfactory completion of such pre-appointment background investigation and drug screening as determined by UBGME & its affiliated teaching hospitals policies. All such background investigations and drug screening shall be conducted In accordance with applicable state and federal laws.

 (c) Appointee authorizes and directs the release of any and all confidential medical information from the affiliated teaching hospitals ("Hospitals") related to Appointee's training to the Appointee's Director of Resident Health Services, or designee for retention in the appointee's confidential health record. This includes initial history and physical, annual health assessments and pre-appointment drug screenings, immunizations, occupational illness and injury, and other health related issues related to the appointment. This information will be maintained in a confidential appointee health medical folder under the direction of the UB Director of Employee Health Services. This authorization is to remain in effect for so long as

appointee is appointed by UB, including appeals under the UBGME Academic and Misconduct Review Policy, and is intended to authorize disclosure of such information without further need to contact Appointee or secure any reaffirmation of the validity of this authorization;

 (d) Appointee authorizes and directs the release of the last four digits of Appointee's Social Security Number to the Hospitals for the purpose of providing Appointee computer access at the Hospitals; and

 (e) Appointee agrees to comply with all applicable UB GME and affiliated teaching hospital policies throughout the term of appointment, including without limitation, the UB GME Moonlighting Policy, Impaired Physician Policy, Academic and Misconduct Review Policy, Duty Hours Policy, Accommodation for Disabilities Policy and Harassment Policy, which policies are set forth on the UB GME website (http://www.buffalo.edu/smbs/GME/policies.php); and to provide medical services in accordance with all applicable statutes, regulations, rules, orders and directives of all applicable governmental and regulatory bodies. The Resident 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's Impaired Physician Policy. Failure to comply with any of the UB GME, Program, and/or Hospital policies may be grounds for immediate disciplinary action including, but not limited to, suspension or termination of appointment. Although these policies set forth in §2 (c) may refer to obligations of an appointee, the obligations of the Resident are hereby substituted for those of an "appointee."

 3. {B:}Term and Renewal{:B} The appointment term is effective from {B:}{PROM\_SD}{:B} through {B:}{PROM\_ED}{:B} ("Contract Year") unless terminated sooner pursuant to this Agreement, and may be renewed by the Sponsor upon the recommendation of the Program Director for successive terms, as applicable. 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 appointee'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 Jacobs School of Medicine and Biomedical Sciences.

 4. {B:}Professional Qualifications{:B} The information (written or otherwise) provided in connection with Appointee's Application for Residency and all other training related documents, including without limitation information relating to professional qualifications and competence, must be true and correct as of the Resident's anticipated start date. All graduates of a foreign medical school must deliver to the Program Director a valid Educational Commission for Foreign Medical Graduates certificate, or demonstrate satisfactory completion of a Fifth Pathway Program. The Resident shall notify the Sponsoring Institution 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 Residency and all other training 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 an appointment, or termination of an appointment.

 5. {B:}Duties and Responsibilities{:B}

 (a) Resident. The Resident 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 rules, regulations and procedures at each Hospital in which resident practices medicine pursuant to this Agreement, and such policies, procedures and guidelines as are now or may hereafter be established by UB GME or the Program; and

 (iv) accept all duty assignments and attend all UB GME and Program required courses, seminars, and classes.

 (b) {U:}Sponsoring Institution{:U} The Sponsoring Institution is 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) {U:}Hospitals{:U} Each Hospital is responsible for the provision of

 (i) professional medical services by Resident to patients at the Hospital and

 (ii) the Resident's professional liability coverage at all times in which the Resident 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 by laws, rules and regulations.

 (d) {U:} Program{:U} The sole purpose of the Program Director's signature on this Agreement is to certify to the Sponsoring Institution that the Resident has received an offer to be a Resident in the Program named in this Agreement pursuant to the terms of this Medical

Resident Appointment 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. {B:}Termination of Appointment{:B}

The professional relationship provided for in this Agreement may be terminated at any time by (i) the Program Director with the written concurrence of the Sponsoring Institution, or (ii) by the Sponsoring Institution with the written concurrence of the Program Director, each of which is subject to the UB GME Academic and Misconduct Review Policy.

 9. {B:}Non-Renewal of Agreement{:B}

This Agreement may not be renewed upon the recommendation of the Program Director, subject to the UB GME Academic and Misconduct Review Policy.

 10. {B:} Entire Agreement{:B}

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 the Sponsoring Institution and Resident. This Agreement supersedes, rescinds, and replaces any other oral or written agreement, contract or memorandum of understanding between the parties related to the Appointment Year and the Medical Resident Appointment Agreement.

 11. {B:}Further Assurance{:B}

Resident shall execute and deliver all documents, papers and instruments presented by the Program Director and/or Sponsoring Institution necessary or appropriate to carry out the Program and the terms of this Agreement.

 12. {B:}Notices{:B}

All notices and communications 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 the Sponsoring Institution:

University at Buffalo

Office of Graduate Medical Education

955 Main Street, Suite 7230

Buffalo, New York 14203-1121

Attention: Senior Associate Dean

If to Resident, to the address provided by Resident to the UB Office of Graduate Medical Education. I would add with a copy to the Government

 13. {B:}Non-Competition{:B}

Neither UBGME nor any of its ACGME-accredited programs requires a resident/fellow to sign a non-competition guarantee or restrictive covenant.

 14. {B:}Waiver{:B}

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.

 15. {B:}Governing Law{:B}

This Agreement shall be construed, interpreted and enforced under and in accordance with the laws of the State of New York without regard to conflict of law, and the venue for any action to interpret or enforce this Agreement shall be in Erie County, New York.

{B:}IN WITNESS WHEREOF{:B}, the parties hereto have duly executed this Agreement as of {LDATE}.

I agree, and it is my intent, to sign this Medical Training Agreement (MTA) by clicking the Review Contract button and by electronically submitting the MTA to UMRS. I understand that my signing and submitting the MTA in this fashion is the legal equivalent of having placed my handwritten signature on the submitted MTA and this affirmation. I understand and agree that by electronically signing and submitting this MTA in this fashion, I am affirming to the truth of the information contained herein.

{SIGLINE:{NAME\_F} {NAME\_M} {NAME\_L}|Trainee Signature[R]}

{LDATE}

I hereby certify to University Medical Resident Services, P.C. that the Appointee in this Agreement received an offer to be a Resident in the Program named in this Agreement.

{SIGLINE: {DIRECTOR}|Program Training Director Signature[PD]}

{LDATE}

{SIGLINE: |Senior Associate Dean[10031]}

{LDATE}

NOT VALID WITHOUT ALL 3 SIGNATURES