

Graduate Medical Education Trainee Agreement of Appointment/Contract

Graduate Trainee: **enter name here**

This document describes generally your responsibilities and benefits as a _____ [**enter the Hospital appointment, for example, "Resident", or "Clinical and Research Fellow"**] (hereinafter "graduate trainee") for the one year beginning _____, 2024 (the "Start Date"). It also describes certain of the Hospital's responsibilities and includes certain policies applicable to graduate trainees.

Engagement

The Hospital hereby engages the graduate trainee as a program-year ____ [**enter the year of training in this program**] trainee in the _____ [**enter the name of the program, such as "Massachusetts General Hospital"**] Program in _____ [**enter the specialty, for example "Urology"**]. The graduate trainee acknowledges that this engagement is subject to the bylaws, policies and procedures of the Hospital's Medical/Professional Staff and the Department of _____ [**enter your department**], and is contingent upon:

- a) successful completion of the Hospital and Department credentialing process and appointment by the Board of Trustees by the Start Date of this agreement;
- b) compliance with the attached Mass General Brigham USMLE Completion policy;
- c) fulfillment of the medical licensure requirements of the Massachusetts Board of Registration in Medicine;
- d) maintenance of an appropriate appointment to the Medical/Professional Staff.

Graduate trainee responsibilities

The graduate trainee shall:

- a) provide patient care, under appropriate supervision, as assigned by the training program director or his/her designee, consistent with the educational goals of the program and the highest standards of patient care ("patient care" includes responsibility for associated documentation in the medical record, which should be completed in a timely fashion, and attendance at patient care rounds as assigned);
- b) make appropriate use of the available supervisory and support systems, seeking advice and input from the attending staff physician/s when and as appropriate, and in accordance with the attached Resident Supervision Policy;
- c) participate fully in the educational and scholarly activities of the training program as specified by the training program director, including attendance at didactic conferences, and other responsibilities which may include a research project, completion of examinations, maintenance of procedure logs, or other items;
- d) develop a personal program of learning to foster continued professional growth, with guidance from the teaching staff;
- e) assume responsibility, as called upon, in teaching more junior trainees and medical students, within the scope of the training program;
- f) participate in improving the quality of graduate medical education by submitting confidential written evaluations of the faculty, the program and the overall educational experience as requested; and by completing surveys from the GME Office (which will be kept confidential and/or anonymized as indicated on each survey), as requested.
- g) adhere to established practices, procedures and policies of the Hospital, the Hospital's Medical/Professional Staff, the Department and affiliated training sites;

- h) participate in institutional programs, councils or committees and other medical staff activities, as appropriate;
- i) abide by the institutional (attached) and program-specific resident work hours policies and accurately report his/her work hours;
- j) comply with institutional requirements for annual health and safety training, vaccinations and TB testing.

Prior to completion of the program the graduate trainee shall satisfy the following requirements, and provide written documentation to the training program director, as applicable, upon request:

- a) all United States Medical Licensing Examination requirements (policy attached), or acceptable equivalent examination/s;
- b) all requirements for board or other certification as published by the relevant American Board of Medical Specialties member board;
- c) Any outstanding documentation requirements or surveys required by the program or the GME Office;
- d) Any other program-specific requirements for completion of training.

These are conditions for issuance of a certificate of completion of the training program.

Program responsibilities

The Hospital will provide:

- a) a suitable academic environment for educational experience in the graduate trainee's specialty or subspecialty area;
- b) a training program that meets and strives to exceed the standards of the Accreditation Council for Graduate Medical Education;
- c) upon satisfactory completion of the training program, documentation of completion.

The Department of [redacted] will provide information relating to eligibility for certification examinations and/or certification by the relevant certifying board.

Compensation and benefits

- For the period of this engagement, the graduate trainee's annual salary will be \$ _____ *[for residents, enter the PGY amount from the MGB Resident Salary Scale].*
- A summary of the graduate trainee's benefits package, which includes health, life and disability insurance options, is attached. *[Attach the appropriate benefit summary for trainee's appointment as resident, fellow or staff.]* Additional information is available on the Mass General Brigham GME website, from the Mass General Brigham Professional Staff Benefits Department, and is provided at the time of matriculation and/or (annual) enrollment.
- The Mass General Brigham Employee Assistance Program (EAP) provides confidential professional assistance and counseling to employees, including graduate trainees, and their families. Their services include psychological and other support services and counseling for personal and family issues (e.g., medical care, substance abuse, work-related stress, financial concerns, relationship issues, domestic violence, etc.).
- Job-related health services are provided to all employees including graduate trainees by Mass General Brigham Occupational Health Services. Evaluation of any job-related injury or exposure is provided at no charge.
- The Department of [redacted] will provide specific information regarding vacations and sick time, call rooms, uniforms and laundry services, meals, beepers, e-mail access and parking, as applicable.

Policies and procedures

1. While you are subject to all applicable policies and procedures of the Hospital, for your convenience copies of the following Graduate Trainee policies, as currently in effect, are attached: **[Attach a copy of each policy listed below]**
 - Adverse Action Process
 - Moonlighting (i.e., Professional Activities Outside the Educational Program)
 - Redress of Grievance
 - USMLE Completion
 - Supervision of Trainees
 - Graduate Trainee Clinical & Educational Work Hours
 - Vacation, Sick Time, and Leave Policy
 - Intellectual Property Policy of the Hospital.
2. In the event of an inconsistency or conflict between any graduate trainee policy and the Medical/Professional Staff bylaws of the Hospital, the graduate trainee policy shall prevail and apply.
3. There are Mass General Brigham/Hospital policies prohibiting sexual and other forms of harassment (and providing a process by which allegations of workplace harassment may be reviewed), and physician impairment due to substance (drug or alcohol) abuse. These policies are, along with several other important policies as currently in effect, posted on or linked from the *Mass General Brigham GME website*.
[Delete #4 below, if not applicable. Do NOT delete if issuing to a PGY1 or 2]
4. During the term of this contract, the graduate trainee will not engage in any professional activities outside the scope of this training program—that is, moonlighting is prohibited.

Professional liability insurance

- The Hospital shall provide appropriate professional liability coverage consistent with the coverage provided for other medical/professional practitioners. This coverage presently is provided through the Controlled Risk Insurance Company, Ltd. (CRICO). The coverage limits are currently \$5 million per claim and \$10 million annual aggregate per physician.
- This coverage provides legal defense and protection against awards from claims for which the graduate trainee would be liable even when reported or filed after the completion of training if the alleged acts or omissions occurred within the scope of the education program.
- Insurance provided by the Hospital generally applies only to activities performed within the scope of the training program and approved affiliations, and to certain moonlighting activities, as defined by CRICO, if (a) in compliance with the attached graduate trainee Moonlighting Policy and (b) approved in writing by the Department Chief or his/her designee.
- The CRICO program requires, among other things, that physicians report incidents and claims to the Hospital's Risk Management Office.

Release of information

The graduate trainee understands and agrees that, should another institution, organization or individual to which the graduate trainee has applied for a position request a reference from the Hospital, the Hospital may share any and all appropriate information that it possesses concerning the graduate trainee, including information relating to any discipline, suspension or termination from the program or the Hospital, or perceived inability to practice within commonly accepted standards of care. The graduate trainee hereby authorizes the Hospital to release such information under these circumstances at any time, provided such information is given in good faith and without malice.

Conditions for re-engagement and continuation in the program

- 1) This term of engagement expires at the end of the period defined above, unless sooner terminated in accordance with applicable policies. The engagement will be renewed by written notification to the graduate trainee upon successful evaluation by the training program director and/or Department Chief as to the graduate trainee's ability to continue with the program, and satisfaction of the other conditions as stated below:
 - a) reappointment to the Staff and maintenance of appropriate appointment; and
 - b) successful completion of the assigned post-graduate level of the training program, as determined by the training program director. In making this determination the training program director may consider input from supervising attending physicians, chief residents and others who have worked closely with the graduate trainee during the period of this engagement. The training program director may also consider the results of an in-training examination, where applicable. The graduate trainee must, at a minimum, have completed responsibilities as appropriately assigned within the scope of the training program and attained the knowledge and skill necessary to progress to the next level of post-graduate training.
- 2) In the event that the training program director determines that the graduate trainee is not meeting the performance or behavioral standards (including but not limited to issues of misconduct or lack of professionalism), the training program director may initiate corrective measures (with or without instituting "remediation status" or "probation status") or may write a letter of warning or concern. The imposition of these corrective actions is not considered an "adverse action" and is not subject to any formal appeal under the attached Adverse Action Process. However, the graduate trainee may elect to utilize the attached Redress of Grievance Policy if s/he feels that a corrective measure was undertaken inappropriately.
- 3) In instances where (i) this engagement will not be renewed (other than by mutual agreement or program completion), or (ii) the training program director has determined that the graduate trainee should not be promoted to the next level of training,
 - a) the graduate trainee will be given written notice no later than four months prior to the agreement termination date shown above, unless the primary reason/s for and/or the decision to not renew or promote occurs within the last four months of the term of this agreement, in which case the graduate trainee will be provided with as much advance written notice of the intent to not renew or promote as the circumstances will reasonably allow, and
 - b) the graduate trainee may request a hearing in accordance with the attached Adverse Action Process.

Note: The Mass General Brigham GME website (<https://www.massgeneralbrigham.org/en/education-and-training/graduate-medical-education>) provides links to the bylaws of the Medical/Professional Staff and institutional policies regarding residency reduction/closure, work hours and other policies of interest to graduate trainees.

SIGNED:

_____, M.D. _____
 Graduate Trainee: *enter name here* Date

_____, M.D. _____
 Department Chair: *enter name here* Date

AND/OR

_____, M.D. _____
 Training Program Director: *enter name here* Date