

2011-2012 Resident & Fellow Employment Requirements

All Baystate Medical Center training programs comply with the Accreditation Council for Graduate Medical Education (ACGME) institutional and program requirements for resident eligibility and selection. These Resident and Fellow Employment Requirements are also published at <http://baystatehealth.org/AcademicAffairs/residencies>. A sample resident and fellow contract is shown in the middle of this brochure and is also published at <http://baystatehealth.org/AcademicAffairs/residencies>.

Pre-Employment Verifications and Examinations

After you match or are accepted into a residency or fellowship at Baystate Medical Center, the offer of employment is contingent on satisfactory findings from all pre-employment verifications and examinations, which include:

- Criminal background file review
- Driving record evaluation
- Medical license verification and credentialing review (if you have held a medical license previously)
- Pre-employment examinations
- Physical examination
- Confirmation or administration of required immunizations
- Urine drug test. If your drug test is positive for the presence of drugs, your employment offer will be immediately rescinded and you will not be eligible to apply for employment with any Baystate Health corporation for twelve (12) months.

Massachusetts Licensure

Resident and fellow training at Baystate Medical Center requires either a Full or Limited License from the Board of Registration in Medicine of the Commonwealth of Massachusetts. Baystate Medical Center pays for the Limited License. As part of your application for a Limited License, the Massachusetts Board of Registration in Medicine asks you to answer the questions on the inside of this brochure. If you answer “Yes” to any of these questions the Board of Registration in Medicine will require, as part of the application, that you provide supplemental information, which in some cases includes information from a third party such as your medical school or the program director of a previous training program. Depending on the supplemental information provided, an affirmative response to one or more of these questions might delay or prevent you from obtaining a license in Massachusetts. You may review the Limited License application and associated information at the Board of Registration in Medicine website (massmedboard.org) under the category “Physician Information” (massmedboard.org/physician/limited.shtm).

Certifications

Baystate Medical Center requires all residents and fellows to have specific certifications that are current at the start of training. If you do not have already have the required certifications, Baystate Medical Center provides these courses for you without charge just prior to orientation. Additional certification courses may be required and provided during training without charge. The following initial certification training is required and provided:

- Anesthesia residency and fellowships: ACLS
- Emergency Medicine residency and fellowships: ACLS, PALS, ATLS
- Medicine residency and fellowships: ACLS
- Medicine-Pediatrics residency: ACLS, PALS, NRP
- Obstetrics-Gynecology residency: ACLS, NRP
- Pathology residency and fellowships: BLS
- Pediatrics residency: ACLS, PALS, NRP
- Pediatric fellowships: ACLS, PALS
- Psychiatry residency: ACLS
- Radiology residency: ACLS
- Surgery residency: ACLS, PALS, ATLS
- Minimally Invasive Surgery fellowship: ACLS

ACLS=Advanced Cardiovascular Life Support; ATLS=Advanced Trauma Life Support; BLS=Basic Life Support; NRP=Neonatal Resuscitation Program; PALS=Pediatric Advanced Life Support

Visas for Foreign Nationals

Foreign nationals must enter the United States on an appropriate visa and maintain appropriate visa status throughout their training. Residents and fellows are sponsored on J-1 visas through the Educational Commission for Foreign Medical Graduates (ECFMG). Baystate Medical Center does sponsor a few select candidates for H-1B visas.

Fellows and USMLE Step 3/COMLEX-USA Level 3 Examination

All fellows must pass the United States Medical Licensing Examination (USMLE) Step 3 examination (for fellows with an MD degree) or Comprehensive Osteopathic Medical Licensing Examination–USA (COMLEX–USA) Level 3 examination (for fellows with a DO degree) prior to entering fellowship training at Baystate Medical Center.

Adherence to Baystate Policies

You must follow all Baystate Health, Baystate Medical Center, Division of Academic Affairs, and your Department and training program policies. The institutional policies for appointment to a residency or fellowship are published at <http://baystatehealth.org/AcademicAffairs/residencies> and include:

- Eligibility and selection of residents and fellows
- Massachusetts licensure of residents and fellows
- Visas for foreign national residents and fellows
- Requirement for USMLE Step 3 (MD) or COMLEX-USA Level 3 (DO) examination
- Compliance with Baystate Health appearance standards

Graduate Medical Education Categorical and Preliminary Training Position Contract for 2011-2012

Approved by the Graduate Medical Education Committee December 3, 2010

Physician: _____

Date of Birth: _____

Notice of Appointment:

You are hereby notified of your appointment as a [CATEGORICAL RESIDENT, CATEGORICAL FELLOW, PRELIMINARY RESIDENT] year _____ in the Department of _____ ("Department") in the _____ Graduate Medical Education ("GME") training program at Baystate Medical Center, Inc. ("Baystate Medical Center") for the period beginning _____ ("Starting Date") and ending _____ ("Ending Date"). This Agreement describes the terms and conditions of this appointment.

This appointment is contingent upon:

1. Attaining a limited or full license from the Massachusetts Board of Registration in Medicine by the Starting Date and maintaining licensure throughout the appointment period;
2. If applicable, attaining visa status in compliance with federal law by the Starting Date and maintaining legal visa status throughout the appointment period; and
3. Satisfactory results on pre-appointment verifications and examinations, including without limitation: criminal history background check; driving record verification; medical license verification and, if you have had previously held a medical license, a credentialing review; physical examination; confirmation or administration of required immunizations and tuberculosis testing; and drug testing. If your drug testing is positive for the presence of one or more specified drugs, your appointment may be immediately rescinded and you will not be eligible to reapply for appointment or to apply for employment with Baystate Medical Center or any other entity affiliated with Baystate Health, Inc. for twelve (12) months.

If you are unable to satisfy the conditions of appointment or otherwise are unable to perform the duties stated in this Agreement as of the Starting Date, Baystate Medical Center reserves the right, in its sole discretion, to withdraw this appointment or to designate a later Starting Date.

Baystate Medical Center Responsibilities

In consideration of your appointment and of your faithful discharge of the duties of this position, Baystate Medical Center shall provide:

1. **Compensation.** A salary is paid for postgraduate year _____ at the annual rate of _____. Compensation is payable bi-weekly and subject to all deductions required by state and federal law and such other deductions as are authorized by you in accordance with Baystate Medical Center policies. In addition to your base salary, you may be eligible to receive supplemental, incentive compensation based on achievement of identified clinical quality and performance measures, provided that your training program is participating in the incentive compensation program as approved by the Senior Vice President for Academic Affairs.
2. **Fringe Benefits.** In accordance with Baystate Medical Center policies, the following benefits are provided beginning on the first day of this contract:
 - a. Group health insurance and dental insurance are provided on a shared cost basis;
 - b. Group life insurance in an amount equal to your annual salary;
 - c. Pension plan and long-term disability insurance; and
 - d. Workers' compensation insurance as required by Massachusetts law.
3. **Time Off.** Four (4) weeks of paid vacation and up to twelve (12) days of paid sick time during a one-year appointment are provided, subject to the policies and procedures of Baystate Medical Center and the Division of Academic

Affairs. Vacation time must be scheduled and pre-approved by your Program Director. Vacation time that is unused at the end of this appointment period is forfeited and is not transferable to a subsequent appointment period. Additional time off may affect the time required to satisfy the criteria for completion of training required by the Accreditation Council for Graduate Medical Education (ACGME) and the applicable specialty board.

4. **Leave of Absence.** A leave of absence may be taken according to Baystate Medical Center policy. Any leave of absence may affect the time required to satisfy the criteria for completion of training by the ACGME and the applicable specialty board. Baystate Medical Center will provide you with access to eligibility information for certification by the applicable certifying board.
5. **Work Hours.** Resident duty hours and on-call schedules shall conform to the duty hours standards of the ACGME.
6. **Accommodation for Disabilities:** Baystate Medical Center will make a reasonable accommodation to the known disability of a qualified person with a disability under federal or state law if it does not impose an undue hardship.
7. **Professional Liability Insurance.** Coverage is provided through Baystate Health Insurance Company, Ltd. (BHIC) that is consistent with coverage provided to other medical and professional practitioners at Baystate Medical Center. This insurance provides coverage for claims made during your appointment based on your professional activities while working within the scope of your employment at Baystate Medical Center. This insurance also covers claims made after the end of your appointment if such a claim is based on alleged acts or omissions by you while working within the scope of your employment with Baystate Medical Center. Claims based on any employment or activity outside of Baystate Health and its affiliates are not covered by BHIC unless previously approved according to policies of Baystate Medical Center and the Division of Academic Affairs. You must cooperate fully in any investigation, discovery and defense concerning any claim against you. A failure to cooperate may result in a loss of coverage.
8. **Amenities.** The following are provided:
 - a. Suitable sleeping quarters and limited support for meals during on-call duties;
 - b. White coats and laundry service for these items;
 - c. Access to appropriate and confidential counseling, medical, and psychological support services; and
 - d. Educational and support programs for physician impairment, including impairment arising from substance abuse that does not involve a violation of federal or state law.
9. **Environment.** Baystate Medical Center supports an environment that is free from: unlawful harassment based on a person's race, color, national origin, ancestry, age, gender, religion, sexual orientation, disability, or military status; unlawful sexual harassment; or other harassing or disruptive behaviors.

Resident and Fellow Responsibilities

You agree as follows:

1. To have, exhibit, demonstrate, and evidence professional appearance, ethical conduct, and cooperativeness, including the ability to work and cooperate with, and to communicate and relate to other physicians, members of other health disciplines, management, employees and other personnel, patients, visitors and the community in general in a courteous and professional manner that is respectful of Baystate Medical Center's property and that is satisfactory to the training program and Baystate Medical Center.
2. To be of high moral character and adhere to generally recognized standards and codes of medical and professional ethics and conduct, and to perform in a professional, ethical, cooperative, and respectful manner and refrain from disruptive, abusive, or otherwise inappropriate conduct toward patients, employees, visitors, and other practitioners.
3. To meet the qualifications for resident or fellow eligibility as stipulated in the ACGME Institutional Requirements.
4. To perform conscientiously the duties and responsibilities of a participant in the training program and comply with all applicable bylaws, rules and regulations, policies, procedures and established practices of Baystate Medical Center, Baystate Health and its affiliates, and of any other site of practice where you may be placed during your appointment. This includes, without limitation: guidelines in resident and fellow manuals; Division of Academic Affairs policies; GME policies; Medical Staff bylaws, rules and regulations; and the policies of your Department and training program.
5. To comply with institutional policies that address professional activities outside the training program, including policies concerning moonlighting, not accepting fees from patients or physicians, not engaging in other employment or occupation, and not practicing medicine outside the training program without prior written approval.
6. To comply with all federal and state statutes regarding the practice of medicine and regulations of the Massachusetts Board of Registration in Medicine. This includes the requirement that resident and fellow physicians possess at all times either a limited or a full license to practice medicine in Massachusetts.
7. If you are not a citizen of the United States, to maintain a valid visa during your appointment.

Additional Terms and Conditions

- 1. Term.** The term of this Agreement is for one (1) year, as specifically established above. Reappointment and promotion are in accordance with departmental standards and Baystate Medical Center and Division of Academic Affairs policies.
- 2. Evaluations.** The positions of resident and fellow involve a combination of supervised, complex, and progressively independent patient evaluation and management responsibilities, educational activities, attaining core competencies, and professional responsibilities. The training program maintains a confidential record of evaluations, which are accessible for review by you in accordance with Baystate Medical Center policies. Baystate Medical Center treats this record of evaluations as confidential in accordance with Massachusetts law pertinent to medical peer review.
- 3. Reappointment and Promotion for Categorical Training Positions.** You will be notified in writing prior to the Ending Date of this Agreement whether you are being offered reappointment and whether you are being offered a promotion. In cases where Baystate Medical Center is not offering reappointment or promotion, Baystate Medical Center will notify you of that intent no less than four (4) months prior to the Ending Date of this Agreement. If the primary reason(s) to not reappoint or promote you occur(s) during the four months prior to the Ending Date of this Agreement, Baystate Medical Center will provide you with as much advance notice of the intent not to reappoint or promote as the circumstances reasonably allow. If you receive written notice of intent not to reappoint or promote you, you may invoke the grievance procedure provided by the institutional GME policies of Baystate Medical Center.
- 4. Academic and Corrective Actions**
 - a. A single egregious action or repeated deficiencies including unsatisfactory evaluations may result in academic or corrective action, including required remedial activities, temporary suspension from duties, extension of training, failure to attain promotion, or termination of employment and residency training. Failure to comply with any of the terms of your appointment or applicable policies of Baystate Medical Center, Baystate Health, and other sites of practice where you may be placed also may be grounds for such academic or corrective action.
 - b. If you are subject to academic or corrective action that results in dismissal, a decision not to reappoint you as normally anticipated, a decision not to promote you to the next level of training as normally anticipated, or other action that could significantly threaten your intended career development, you may have a right to due process as set forth in the grievance procedure provided by the GME policies.
 - c. Baystate Medical Center will comply with relevant law including the regulations of the Massachusetts Board of Registration in Medicine with respect to its reporting obligations concerning physicians, which reporting obligations may arise if academic or corrective action is taken.
- 5. Authorization to release information.** You understand and agree that should another institution or organization to which you have applied for a position request a reference from Baystate Medical Center, Baystate Medical Center may share any and all appropriate information that it possesses concerning you, including information related to academic and corrective action taken against you and your ability to practice within commonly accepted standards of care. You hereby authorize Baystate Medical Center to release such information under these circumstances at any time, provided such information is given in good faith and without malice.
- 6. Contingencies for completion.** Certification of completion of your program as a resident or fellow is contingent on your having, on or before the date of regular or early termination of your appointment, returned all property of Baystate Medical Center, such as, for example, books and equipment, and completing medical and other required records.
- 7. Forum Selection and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any action brought to enforce any term of this Agreement shall be brought in federal or state court located in Hampden County, Massachusetts.

Physician

Appointment Accepted _____ Date: _____
(Physician)

For Baystate Medical Center, Inc.

Program Director _____ Date: _____
(Program Director)

Designated Institutional Official _____ Date: _____
Designated Institutional Official

Medical Licensure in Massachusetts

Resident and fellow training at Baystate Medical Center requires either a Full or Limited License from the Board of Registration in Medicine of the Commonwealth of Massachusetts. Baystate Medical Center pays the fee for the Limited License. As part of your application for a Limited License you are asked by the Massachusetts Board of Registration in Medicine to answer the questions below. If you answer "Yes" to any of these questions the Board of Registration in Medicine will require, as part of the application, that you provide supplemental information, which in some cases includes information from a third party such as your medical school or the program director of a previous training program. Depending on the supplemental information provided, an affirmative response to one or more of these questions might delay or prevent you from obtaining a license in Massachusetts. You may review the Limited License application and associated information at the Board of Registration in Medicine website (massmedboard.org) under the category "Physician Information" (massmedboard.org/physician/limited.shtm).

- If you are a United States medical graduate, have you taken more than 4 years to complete medical school?
- If you are an international medical graduate, have you taken more than 6 years to complete medical school?
- Has more than 1 year passed between the date of your graduation from medical school and the anticipated start date of your limited licensure in Massachusetts?
- Have you ever been enrolled in a postgraduate training program where you were required to repeat a year of training?
- Since your enrollment in college, have you been subject to any disciplinary action at any academic institution?
- Have you ever been terminated or granted a leave of absence, regardless of the reason, by a medical school or postgraduate training program?
- Have you ever voluntarily left, transferred or withdrawn from a medical school or any postgraduate training program?
- Have you ever, for any reason, been placed on probation in medical school or any postgraduate training program?
- Since your enrollment in college, have you been denied the privilege of taking or finishing an examination or have you been accused of cheating and/or improper conduct during an examination?
- Have you ever, for any reason, been denied a medical license, whether full, limited or temporary, or have you withdrawn an application for medical licensure?
- Have you ever voluntarily surrendered a license to practice medicine or any healing art?
- Are any formal disciplinary charges pending against you, or do you have knowledge of any pending investigation into your professional competence or conduct by any governmental authority, health care facility, group practice or professional medical society or association (international, national, state or local)?
- Has any disciplinary action ever been taken against you for violation of laws, rules, by-laws or standards of practice by any government authority, health care facility, group practice, or professional medical society or association (international, national, state or local)?
- Have you ever been denied medical staff membership, or advancement in medical staff status, or has such denial been recommended by a standing medical staff committee or governing body?
- Have you ever, for any reason, withdrawn an application for hospital privileges or appointment?
- Have you ever voluntarily relinquished medical staff membership, medical staff privileges or medical staff status?
- Has your medical staff membership, medical privileges or medical staff status at any hospital been limited, suspended, revoked, not renewed or subject to probationary conditions or has processing toward any of those ends been instituted or recommended by a medical staff committee or governing board?
- Have you ever been charged with any criminal offense, other than a minor traffic offense?
- Has your privilege to process, dispense or prescribe controlled substances ever been suspended, revoked, denied, restricted or surrendered, or have you ever been called before or warned by any state or other jurisdiction including a federal agency regarding such privileges?
- In the past 10 years, has any medical malpractice claim been made against you, whether or not a lawsuit was filed in relation to the claim?
- In the past 10 years, has any lawsuit, other than a medical malpractice suit, which is related to your competency to practice medicine, or your professional conduct in the practice of medicine, been filed against you or has such a suit been settled, adjudicated or otherwise resolved?
- Since becoming a medical student, have you been diagnosed with or treated for a medical condition which in any way currently limits or impairs your ability to practice medicine or to function as a physician?
- Do you currently have a medical condition which in any way limits or impairs your ability to practice medicine or to function as a physician?
- Within the past 2 years, have you engaged in the use of chemical substances with the result that your ability to practice medicine is currently limited or impaired?
- Have you ever refused to submit to a test to determine whether you had consumed and/or were under the influence of chemical substances?
- Are you currently engaged in the illegal use of drugs or misuse of prescription drugs?
- Within the past 5 years, have you voluntarily modified or otherwise limited your scope of practice of medicine for any reason other than a medical condition?



Tufts
CTSI
Tufts Clinical and
Translational
Science Institute

The Western Campus of Tufts University
School of Medicine



Residency and fellowship training
programs are accredited by the Accreditation
Council for Graduate Medical Education



The Baystate Simulation Center is accredited
by the American College of Surgeons



Continuing medical education is
accredited by the Accreditation Council
for Continuing Medical Education



The Midwifery Education Program is accredited
by the Accreditation Commission for
Midwifery Education



Baystate's Pharmacy Residency is accredited by the
American Society of Health-System Pharmacists

Training Programs at Baystate Medical Center

Residency Programs

- Anesthesiology
- Emergency Medicine
- Internal Medicine
- Internal Medicine/Pediatrics
- Obstetrics and Gynecology
- Pathology—Anatomic and Clinical
- Pediatrics
- Psychiatry
- Radiology—Diagnostic
- Surgery

Fellowship Programs

- Cardiovascular Disease
- Clinical Cardiac Electrophysiology
- Critical Care Medicine
- Cytopathology
- Emergency Ultrasound
- Endocrinology, Diabetes and Metabolism
- Geriatric Medicine
- Healthcare Quality
- Hematology/Oncology
- Infectious Disease
- Interventional Cardiology
- Minimally Invasive Surgery
- Nephrology
- Pain Medicine
- Pediatric Emergency Medicine
- Pediatric Endocrinology



Full Accreditation by the Association for the
Accreditation of Human Research Protection
Programs (AAHRPP)



Named a Magnet Hospital for Nursing Excellence
by the American Nurses Credentialing Center



Accredited by the Joint Commission



U.S. News & World Report
America's BEST HOSPITALS 2009-2010



Awarded Top 100 Leapfrog Quality and Safety Award



Named a 100 Top Hospital by Thomson



Named as a Top 100 integrated health care
network by Verispan



Beacon Award for Critical Care Excellence

Baystate  Medical Center

Tufts | School of
UNIVERSITY | Medicine

OUR MISSION

*To improve the health of the people in our communities
every day, with quality and compassion.*