

Graduate Medical Education Categorical and Preliminary Training Position Contract for 2010-2011

Approved by the Graduate Medical Education Committee December 11, 2009

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;
2. If applicable, attaining visa status in compliance with federal law by the Starting Date; 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 If your drug testing is positive for the presence of one or more illegal drugs, your appointment may be immediately rescinded and you will not be eligible to reapply for appointment or employment with Baystate Medical Center or any other entity affiliated with Baystate Health, Inc.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.
2. **Fringe Benefits.** In accordance with Baystate Medical Center policies, the following benefits are provided:
 - 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
 - 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 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 requirements 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
 - d. Educational and support programs for physician impairment
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, 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) for not reappointing or promoting 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. **Disciplinary Actions**
 - a. Unsatisfactory evaluations may result in disciplinary 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 disciplinary action.
 - b. If you are subject to disciplinary action, and depending on the nature of the disciplinary action, you may have a right to due process as set forth in the grievance procedure provided by the GME policies. 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 disciplinary action is taken against you.
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 disciplinary 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: _____

For Baystate Medical Center, Inc.

Program Director _____ Date: _____

Department Chair _____ Date: _____

Senior Vice President
for Academic Affairs _____ Date: _____

Hal B. Jenson, MD, MBA