

Graduate Medical Education Trainee Agreement of Appointment/Contract

Graduate Trainee: **enter name here**

This document describes generally your responsibilities and benefits as a “Graduate Trainee” for the one year beginning _____, 2024.

1) Engagement

The Hospital hereby engages the Graduate Trainee as a _____ **insert Hospital appointment: e.g., Clinical Fellow, Clinical and Research Fellow, Graduate Assistant in...** in the _____ Program.

The Graduate Trainee acknowledges that this engagement is subject to the bylaws, policies and procedures of the Hospital’s Professional/Medical Staff and the Department of _____, and is contingent upon:

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

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.

2) Trainee Responsibilities

The Graduate Trainee shall:

- a) provide patient care, under supervision as appropriate, 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 timely documentation);
- b) develop a personal program of learning to foster continued professional growth with guidance from the teaching staff;
- c) participate fully in the educational and scholarly activities of his/her program as specified by the training program director, including teaching and supervising other graduate trainees and students, attendance at didactic conferences, and other responsibilities which may include a research project, completion of examinations, maintenance of procedure logs, or other items;
- d) 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;
- e) participate, as appropriate, in institutional programs and medical staff activities, and adhere to established practices, procedures and policies of the Hospital(s), the Hospital’s Professional/ Medical Staff and the Department;
- f) participate, as appropriate, on institutional committees and councils whose actions affect graduate medical education and/or patient care;
- g) comply with institutional requirements for annual health and safety training, vaccinations and TB testing.

3) Compensation and Benefits

- a) For the period of this engagement, the Graduate Trainee's annual salary will be \$ [REDACTED].
- b) A summary of benefits is attached or will be provided by the Department. Additional information is available from the Mass General Brigham Professional Staff Benefits Department and is provided at the time of arrival and/or annual enrollment.
- c) 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 support services, referrals and counseling for personal and family issues (e.g., substance abuse, work-related stress, financial concerns, relationship issues, domestic violence, medical care, etc.).
- d) 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.
- e) The Department of [REDACTED] will provide specific information regarding vacation time, work hours, on-call responsibilities, laundry and beepers, as may be applicable.

4) Professional Liability Insurance:

- a) The Hospital shall provide appropriate professional liability coverage. This coverage is presently provided through the Controlled Risk Insurance Company, Ltd. (CRICO).
- b) Insurance provided by the Hospital generally applies only to activities performed within the scope of the training program and approved affiliations. Information relating to coverage for moonlighting activities can be found in the attached moonlighting policy.

5) 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.

6) Conditions for Re-engagement and Continuation in the Program

The planned duration of the training program is [REDACTED] year(s). The term for this agreement is one year, terminating on [REDACTED], 2025, unless sooner terminated for failure to fulfill the terms of this agreement, for inadequate performance, or for other cause. For multi-year programs, this agreement is subject to renewal at the end of each one-year term. The Graduate Trainee will be notified of such renewal in writing 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) re-appointment 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 Program Director. In making this determination the training program director may consider input from supervising attending physicians 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.

In the event that the training program director determines that the Graduate Trainee is not meeting the performance of 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 remedial 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.

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 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:

Graduate Trainee: *enter name*

Date

Chief of Service or Program Director: *enter title and name*

Date

Note to Program Directors: The policies listed in the template contract are intended to apply generally to GME trainees. In order to avoid any confusion--especially in cases where fellows may also be given an attending staff appointment-- please review each of these policies on the MGB GME website: <https://www.massgeneralbrigham.org/en/education-and-training/graduate-medical-education/resources/policies>. If you believe that any of these policies does NOT apply to your fellow(s) or would conflict with other information you may have provided during the recruitment process, contact the Office of GME before you issue contracts for the upcoming academic year. Otherwise, please attach these to the contract provided to the trainee. **(delete this note)**

Attachments:

- Policies regarding Graduate Trainee:
 - 1) Adverse Action Process
 - 2) Moonlighting Policy
 - 3) Redress of Grievance
- Supervision Policy
- Graduate Trainee Clinical & Educational Work Hours Policy
- Clinical Fellow Benefits Summary
- USMLE Completion Policy
- Vacation, Sick Time, and Leave Policy

- Intellectual Property Policy of the Hospital