

**BETH ISRAEL DEACONESS MEDICAL CENTER**

**NON-ACGME TRAINEE AGREEMENT FOR ACADEMIC YEAR 2021 - 2022**

**Trainee:**

**Program Name:**

**Position/Level of training:**

**Duration:**

**Annual Stipend:**

This Agreement, dated the \_\_\_ day of \_\_\_\_\_, 2021, by and between Beth Israel Deaconess Medical Center, Inc. (the “Medical Center”), a Massachusetts charitable corporation located at 330 Brookline Avenue, Boston, Massachusetts 02215 and \_\_\_\_\_ (the “Trainee”), residing at \_\_\_\_\_, sets forth the terms and conditions of the Trainee’s position as a member of the Medical Center’s trainee staff assigned to the Department of \_\_\_\_\_.

In consideration of the mutual promises contained herein and intending to be legally bound, the Medical Center and the Trainee each agree as follows.

**1. Terms of Appointment**

**Commencement Date.** Commencing on \_\_\_\_\_ (the “Commencement Date”) the Trainee shall be appointed as a trainee at the postgraduate year \_\_\_\_ in the Medical Center’s graduate medical education training program in \_\_\_\_\_ (the “Program”). The Trainee shall have the program training level designation of \_\_\_\_\_.

**Duration.** This Agreement shall be effective for a maximum period of twelve (12) months, expiring on \_\_\_\_\_. Although the parties anticipate that the Trainee’s appointment pursuant to this Agreement will continue for the full twelve (12) month term, this Agreement may be terminated by the Medical Center at any point in time for the grounds specified herein.

**Conditions Precedent.** As a condition precedent to appointment as a Trainee, the Trainee must provide appropriate credentialing documentation to the Medical Center and complete all other Medical Center hiring requirements prior to the Commencement Date. If the Trainee fails to do so, this Agreement may be declared a nullity by the Medical Center

and shall not become effective. The relevant Medical Center policies and all GME related policies are set forth in the *GME On-Line Trainee and Resource Manual* (“Trainee Manual”) which can be found at [www.bidmc.org/MedicalEducation/GraduateMedicalEducation/Policies.aspx](http://www.bidmc.org/MedicalEducation/GraduateMedicalEducation/Policies.aspx).

Such documentation and other hiring requirements are detailed in the Policy on Residency Eligibility and Selection and include, but may not be limited to, the following:

**Documentation.** Any document not printed in English must be accompanied by an acceptable English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to the Medical Center.

- A copy of the Trainee’s medical school diploma and transcript.
- A current and valid license (limited or full, as required by the specific position), to practice medicine in the Commonwealth of Massachusetts, issued prior to the Commencement Date and without conditions imposed by the Board of Registration of Medicine or any other regulatory body.
- Proof of successful completion of USMLE exams.
- A current valid state and Drug Enforcement Agency (“DEA”) certificate, if applicable.
- An original, current and valid Educational Commission for Foreign Medical Graduates (“ECFMG”) Certificate, if the Trainee is an international medical school graduate.
- Proof that Trainee is authorized to be employed in the United States as of the Commencement Date.

**Pre-Employment/Training Health Screen.** The Trainee must also complete any and all health screenings or requirements for immunizations, in compliance with Medical Center Employee Occupational Health Services policies and applicable federal, state and local laws and regulations.

**Background Check.** This offer of post graduate training is contingent upon a criminal background check, which may include, but is not limited to, a Massachusetts Criminal Offender Record Information (“CORI”) and other background checks satisfactory to the Medical Center with relationship to the position offered to the Trainee.

**Proof of Legal Employment Status.** Successful completion of the I-9 Employment Eligibility Verification Form and E-Verify process will be required of each trainee.

**New Employee Orientation.** This offer of training is also contingent on confirmation that the Trainee has attended New Employee Orientation.

## 2. Trainee Responsibilities

In providing services and in participating in the activities of the Program, the Trainee agrees to do the following:

2.1 Comply fully with the policies and procedures of the organized Medical Staff for the delivery of clinical care and

exercise of care decision-making responsibilities, as well as the general policies, procedures, guidelines and directives of Beth Israel Deaconess Medical Center, including, but not limited to, the Medical Center's policies and standards applicable to GMEC-approved non-ACGME training programs, and the Medical Center's policies prohibiting discrimination and sexual harassment. The Medical Center policy PM-09 Sexual Harassment is attached, and the Trainee must acknowledge receipt of the Sexual Harassment Policy when submitting the executed Agreement.

- 2.2 Obey and adhere to all applicable state, federal and local laws and regulations, as well as the standards required to maintain accreditation by The Joint Commission ("TJC"), and any other relevant accrediting, certifying, or licensing organization.
- 2.3 Participate, as assigned by the Program Director, in required educational and scholarly activities of the Program, including the performance of scholarly and research activities, attend required educational conferences, assume any assigned responsibility for teaching and supervising other residents and students, and participate in assigned Medical Center committee activities.
- 2.4 Fulfill the educational requirements of the Program as set forth in the Program-specific Goals and Objectives.
- 2.5 Provide clinical service:
  - Commensurate with his/her level of advancement and responsibilities.
  - Under appropriate supervision.
  - At sites specifically approved by the Program.
  - Fully cooperate with the Program and the Medical Center in coordinating and completing all regulatory submissions and activities, including quality assurance and credentialing, the legible and timely completion of patient medical records, charts, reports, duty hour time logs (if required), statistical operative and procedure logs, faculty and Program evaluations and other documentation required by the Medical Center, Department and/or Program.
  - Obey and adhere to the Medical Center's compliance programs and code of conduct.
- 2.6 Subsequent to the Commencement Date, submit to periodic health examinations and tests, which may include tests for drug use and/or alcohol abuse that are deemed necessary by the Medical Center to ensure that the Trainee is physically, mentally and emotionally capable of performing essential duties and/or that are otherwise necessary to the operation of the Medical Center.
- 2.7 Subsequent to the Commencement Date, keep up to date with all Employee Occupational Health Services requirements for the duration of employment by the Medical Center. This may involve periodic health examinations or immunizations.

- 2.8 At the time of the expiration or termination of this Agreement, return all Medical Center property, including, but not limited to, books, equipment, and uniforms; complete all necessary records; and settle all financial and professional obligations.
- 2.9 Report immediately to the Program Director and to the Medical Center's Office of General Counsel any inquiry by any private or government attorney or investigator and to the Program Director and Corporate Communications Department any inquiry by a member of the media, in regard to Medical Center business or patient-related matters. The Trainee agrees not to communicate with any inquiring attorney or investigator or member of the media, in regard to patient-related matters, except for purposes of referral to the appropriate Medical Center office or department or as otherwise required by applicable law.
- 2.10 Permit and authorize the Medical Center to obtain from and provide to all proper parties any and all information as required or authorized by law or accreditation or licensing body. This covenant shall survive the termination of this Agreement.

### **3. Medical Center Responsibilities**

The Medical Center has the following obligations:

- 3.1 To provide a stipend and benefits to the Trainee as outlined in Paragraph 7 below. The Medical Center reserves the right to modify or discontinue the plan of benefits set forth herein at any time. The Medical Center will advise the Trainee in advance of such change.
- 3.2 To maintain an environment conducive to the health, well being and education of the Trainee, including the following services: adequate and appropriate food availability 24 hours per day, adequate sleeping quarters while on call, security and personal safety measures, effective patient support services including availability of the medical records system and laboratory and radiological information retrieval system, while on scheduled duty at the Medical Center.
- 3.3 To orient the Trainee to the facilities, policies, rules and regulations of the Medical Center.
- 3.4 To evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Trainee on a regular and periodic basis. The Program Director or designee shall present to and discuss with the Trainee a written summary of the evaluations at least once during each six-month period of training.
- 3.5 The Trainee has the right to initiate a complaint or a grievance against his/her Program and has the ability to appeal disagreements, disputes or conflicts with their program using the procedure outlined in the Graduate Trainee Grievance Policy and Procedure. This provides a fair and consistent method for review of the Trainee's concerns and/or grievances, without fear of reprisal. The policy is included in the Residency and Fellowship Trainee's Policy and Resource Manual.

3.6 Upon satisfactory completion of the Program and satisfaction of the Program's requirements and the Trainee's responsibilities as described in this Agreement, furnish upon request to the Trainee a verification of successful completion.

#### **4. Grievance Policy and Procedure**

The Trainee has the right to initiate a complaint or a grievance against his/her Program and has the ability to appeal disagreements, disputes or conflicts with their Program using the procedure outlined in the GME Policy and Procedure on Grievances set forth in the Trainee Manual. The Policy provides a fair and consistent method for review of the Trainee's concerns and/or grievances, without fear of retaliation.

#### **5. Professional Liability Insurance**

The Medical Center provides professional liability insurance (malpractice) coverage for its Trainees through the Controlled Risk Insurance Company, Ltd. (CRICO). Interns, residents, and fellows are insured solely for activities performed within the scope of their formal training program and approved affiliations. Coverage will continue for claims made subsequent to the Trainee's departure or graduation from the Program, but only for claims arising out of medical incidents occurring during the period of the Trainee's participation in the Program. Trainee hereby agrees to report any incidents and claims promptly to the Program Director, and to cooperate fully with CRICO in the handling of any professional liability claims.

#### **6. Duty Hours and Moonlighting**

The Trainee shall perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the GME Duty Hour Policy. The Trainee may be required to log duty hours periodically by either the Program or the Graduate Medical Education Office.

Professional and patient care activities that are external to the educational program are called moonlighting. Moonlighting is expressly prohibited unless Trainee has (1) the advance written permission of the Program Director, (2) a full Massachusetts medical license, and (3) authority to moonlight under the terms of any relevant visa. Permission may be granted at the Program Director's discretion provided criteria for eligibility are consistent with the Medical Center's Graduate Medical Education Moonlighting Policy, which is included in the *GME On-Line Trainee Manual*. No Trainee may be required to engage in moonlighting activities.

#### **7. Financial Support and Benefits**

The Medical Center shall provide the Trainee with the following financial support and benefits:

##### **7.1 Stipend**

\$ \_\_\_\_\_ per annum, payable weekly. The Trainee shall not accept from any other source a fee of any kind for services to patients, except as permitted under the Moonlighting Policy

## 7.2 Insurance Plans

Health and dental insurance plans are available to non-ACGME Trainees and his/her family on the terms and conditions set by the benefit plan documents. Non-ACGME Trainees may elect to participate in short and long term disability benefit programs in accordance with the terms and conditions of the benefit plans for those programs.

## 7.3 Leave of Absence Policies

The Medical Center GME policies regarding leaves of absence comply with all applicable laws. The GME Leave of Absence Policy is included in the Trainee Manual and provides details about the different types of leaves.

The Trainee expressly acknowledges that additional training after a leave of absence may be needed for successful completion of training program requirements and/or of Board certification requirements. Any additional training shall be determined by the Program Director, the pertinent RRC and/or certifying board as outlined in the GME Extension of Training Policy set forth in the Trainee Manual.

## 7.4 Accommodations for Trainees with Disabilities

The procedures to identify the need for and provide reasonable accommodations for Trainees with disabilities in compliance with the American with Disabilities Act and Massachusetts law are described in the GME Policy on Trainees with Disabilities, set forth in the Trainee Manual.

## 7.5 Vacation

Vacation time for the Program will be determined the appropriate certifying board, in conjunction with the Program's vacation policy. A copy of the Program's vacation policy is provided at Attachment A.

## 7.6 Counseling Services

Confidential medical, psychological evaluation and counseling services are available through the Program for House Staff Well-being. In addition trainees may seek and receive professional confidential assistance through the Medical Center's Employee Assistance Program. These resources are described in the *GME On-Line Trainee Manual*.

## 7.7 Physician Impairment

The procedures involving impairment of a Trainee, including possible substance abuse are described in the Policy on Trainee Impairment and Substance Abuse. The Medical Center will comply with the obligations imposed by state and federal law and regulations to report instances in which the Trainee is not reappointed or

is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare.

#### 7.8 Miscellaneous Benefits

Tax-deferred savings plan and legal and financial advisory plans are available to the Trainee.

### 8. No Automatic Renewal of Agreement

This Agreement will not be automatically renewed. In instances where (A) this Agreement will not be renewed (other than by mutual agreement or program completion), or (B) the training program director has determined that the Trainee should not be promoted to the next level of training, the Trainee will receive written notice of that action no later than four (4) months prior to the end of the current agreement. However, if the primary reason(s) for non-renewal or non-promotion occurs within the four (4) months prior to the end of the Agreement term, the Program will provide the Trainee with as much written notice of the intent not to renew or promote as the circumstances will reasonably allow, prior to the end of the term of the Agreement. These procedures are included in the in the GME Policy on Evaluation and Promotion and GME Remediation and Disciplinary Policy as set forth in the Trainee Manual.

### 9. Trainee Evaluation, Discipline and Appeals

The Medical Center has the right to discipline Trainees, and Trainees have the right to respond to an adverse or disciplinary action. Procedures and standards for evaluation, discipline and appeals for Trainees are contained in the Medical Center's Graduate Medical Education Policy on Evaluation and Promotion and Remediation and Disciplinary Policy in the *GME Trainee Manual*. (The corrective action, fair hearing and appellate review provisions of the Beth Israel Deaconess Medical Center Medical Staff Bylaws do not apply to Trainees.)

Failure to comply with any of the provisions of this Agreement may constitute grounds for disciplinary action, including suspension or termination of the Trainee's position and this Agreement before the expiration of 12 months, at the Medical Center's sole discretion. In addition, this Agreement may be terminated for cause by Beth Israel Deaconess Medical Center in accordance with the process set forth in the Medical Center's Graduate Medical Education Remediation and Disciplinary Policy which is included in the *GME On-Line Trainee Manual*.

### 11. Release of Information

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

## 12. Confidential and Protected Information

The Trainee agrees to use its best efforts to comply with Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), the implementing regulations of HIPAA or HITECH, including, but not limited to, the Privacy Security Standards at 45 C.F.R. Parts 160 and 164, or applicable state law, all of which are incorporated herein by reference, in all respects. The Trainee shall not disclose any information or publish any material involving the Medical Center’s patients or subjects (including, but not limited to, Medical Center’s patient or subject records or any other document regarding patients or subjects) without the prior written consent of the patient or subject, if necessary, and of Medical Center. The Trainee will not use or disclose information concerning patients or subjects (“Protected Health Information”) in violation of the requirements of HIPAA and HITECH.

## 13. Miscellaneous

### 13.1 Entire Agreement

This Agreement represents the entire understanding of the parties with respect to the subject matter covered herein and supersedes and cancels all previous agreements between the parties, whether written or oral. This Agreement may be modified only in writing signed by both parties.

### 13.2 Governing Law

This Agreement shall be governed by, interpreted and enforced in all respects and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding the body of law applicable to choice of law. The Trainee consents to personal jurisdiction in the state and federal courts of the Commonwealth of Massachusetts for any matter arising from this Agreement or concerning his/her employment at the Medical Center.

### 13.3 Severability

If any provision of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

### 13.4 Headings

THE HEADINGS IN THIS AGREEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY AND SHALL NOT CONSTITUTE A PART OF THIS AGREEMENT FOR ANY OTHER PURPOSE.

### 13.5 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to each of the other parties.

13.6 Agreement Non-assignable

This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their successors but neither this Agreement nor any rights hereunder shall be assignable by the parties.

13.7 Successors

Respective rights and obligations provided in this Agreement shall bind and shall inure to the benefit of the parties hereto, their successors and assigns.

13.8 No Waiver

No provision of this Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. Failure to enforce any provision of this Agreement does not constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

By signing this Agreement, the Trainee attests to the receipt of a copy of this Agreement and to reviewing the GME On-Line Trainee Policies which can be found at

<http://www.bidmc.org/MedicalEducation/GraduateMedicalEducation/Policies.aspx>

IN WITNESS WHEREOF the undersigned have entered this agreement as of the date indicated below.

Date: \_\_\_\_\_

\_\_\_\_\_

Carrie Tibbles, MD  
DIO, Director Graduate Medical Education  
Beth Israel Deaconess Medical Center

Date: \_\_\_\_\_

\_\_\_\_\_

Program Director  
Department of \_\_\_\_\_  
Beth Israel Deaconess Medical Center

Date: \_\_\_\_\_

\_\_\_\_\_

Trainee

I acknowledge that I have received a copy of the Medical Center policy PM-09 entitled Sexual Harassment

Date: \_\_\_\_\_

\_\_\_\_\_

Trainee

**Attachment A**

Program Vacation Policy  
(See attached.)