



Beth Israel Deaconess  
Medical Center



A teaching hospital of  
Harvard Medical School

## BETH ISRAEL DEACONESS MEDICAL CENTER

### GME TRAINEE AGREEMENT for Academic Year 2014-2015

**Trainee:**

**Program Name:** Anesthesia

**Position/Level of training:**

**Duration:**

**Annual Stipend:**

This GME Training Agreement (“Agreement”), dated [mm/dd/yyyy], 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, MD (the “Trainee”), residing at [Trainee’s Address] 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 Anesthesia, Critical Care and Pain Medicine.

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 July 1, 2014 (the “Commencement Date”) the Trainee shall be appointed as a trainee at the postgraduate year PGY2/CA1 in the Medical Center’s graduate medical education training (“GME”) program in Anesthesia (the “Program”). The Trainee shall have the program training level designation of PGY2/CA1.

**Duration.** This Agreement shall be effective for a maximum period of twelve (12) months, expiring on June 30, 2015. 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 completed residency/fellowship application.
- 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 as outlined in the GME-19 USMLE Policy (attached).
- 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 a U.S. citizen or national, lawful permanent resident, or person otherwise 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 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 Employment will be required of each Trainee.

**New Employee Orientation.** This offer of training is contingent on confirmation that the Trainee attends the Medical Center 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 the Medical Center's policies and standards applicable to ACGME training programs, and the Medical Center's policies prohibiting discrimination and sexual harassment. The Medical Center policy PM-09 Sexual Harassment ("Sexual Harassment Policy") 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 on Accreditation of Healthcare Organizations ("JCAHO"), the Accreditation Council for Graduate Medical Education ("ACGME"), the Resident Review Committee ("RRC"), and any other relevant accrediting, certifying, or licensing organization.
- 2.3 Participate in required educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director, attend required educational conferences, assume 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, including in the areas of the six core competencies required by ACGME.
- 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 and RRC and ACGME accreditation submissions and activities, including quality assurance and credentialing, the legible and timely completion of patient medical records, charts, reports, duty hour time logs, statistical operative and procedure logs, faculty and Program evaluations and other documentation required by the RRC, ACGME, 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 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 Medical Center business or 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 6 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 use its best efforts, within available resources, to provide an educational experience that meets ACGME accreditation standards, including providing appropriate and adequate faculty and Medical Staff supervision for all educational and clinical activities.
- 3.3 To orient the Trainee to the facilities, policies, rules and regulations of the Medical Center and the ACGME and RRC Institutional and Program requirements.
- 3.4 To maintain an environment conducive to the health, well being and education of the Trainee while on scheduled duty at the Medical Center, 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. Detailed information regarding these services is contained in the Trainee Manual.
- 3.5 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.
- 3.6 Upon satisfactory completion of the Program and satisfaction of the Program's requirements and the

Trainee's responsibilities as described in this Agreement, furnish to the Trainee a Certificate of 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 Trainee Grievance Policy and Procedure ("Grievance Policy") set forth in the Trainee Manual. The Grievance Policy provides a fair and consistent method for review of the Trainee's concerns and/or grievances, without fear of reprisal

#### **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 his/her 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 ("Duty Hour Policy") set forth in the Trainee Manual. The Duty Hour Policy shall comply with state, federal and ACGME requirements. Periodic monitoring of each Trainee's work hours will be done regularly by the Program and the results shall be reported to the GME Office to ensure compliance with the policy. In particular, the Trainee shall be expected to log his/her hours in New Innovations as specified by the Program and the GME Office. It is expected that with diligent monitoring of hours and appropriate support there will be no duty hours violations. Any duty hours violations shall be reviewed by the Program and a corrective action plan will be established to eliminate future violations. Ongoing duty hour violations risk the viability of the Program and may result in disciplinary action against the Trainee as outlined in Section 11 of the Agreement.

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 sole discretion provided criteria for eligibility are consistent with the Medical Center's GME Moonlighting Policy ("Moonlighting Policy"), set forth in the 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**

\$59,546.73 per annum, payable \$1143.71 per week. 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 the Trainee and his/her family as set forth in the Trainee Manual. Short and long term disability benefits and life insurance coverage are offered by the Medical Center to Trainee. Trainees enrolled in ACGME programs in accredited positions are automatically (and without cost to them) enrolled in the Medical Center's short and long term disability benefit programs. Other GME Trainees may elect to participate in the short and long term disability benefit programs in accordance with the terms provided by the Department / Human Resources in 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 Leave of Absence Policy for Post-Doctoral Trainees 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 are described in the Policy on Accommodations for Trainees with Disabilities, set forth in the Trainee Manual.

## **7.5 Vacation**

Vacation time for the Program will be determined by the Department according to the requirements of the RRC or the appropriate certifying board, and in conjunction with the departmental vacation policy.

## **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 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 set forth in the Trainee Manual. 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. Conditions of Reappointment/Non-Renewal and 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 GME Policy on Evaluation and Promotion and GME Remediation and Disciplinary Policy as set forth in the Trainee Manual.

## **9. Program Closure or Position Reduction**

The Medical Center is committed to supporting the education of physicians through its accredited training programs. In the event the Medical Center faces a situation in which the total number of Trainees is required to be reduced or the Program closed, the Medical Center will inform the Trainee as early as possible. Whenever possible the Trainee already enrolled in a Program will be allowed to complete that Program. If the mandates or restrictions are such that the Medical Center must immediately reduce the number of Trainees, the Medical Center will assist the Trainee(s) in his/her efforts to enroll in another ACGME accredited program. The GME Residency Closure/Reduction Policy is set forth in the Trainee Manual.

## **10. Trainee Evaluation, Discipline and Appeals**

The Medical has the right to discipline Trainees, and Trainees have the right to respond to an adverse or disciplinary action. Procedures and standards for evaluation, as well as discipline and appeals for Trainees are contained in the GME Policy on Evaluation and Promotion and Remediation and Disciplinary Policy set forth in the 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 twelve (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 GME Remediation and Disciplinary Policy set forth in the 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.

### **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.

### **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, Graduate Medical Education Center  
Beth Israel Deaconess Medical Center, Inc.

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

\_\_\_\_\_  
John D. Mitchell, MD Program Director  
Department of Anesthesia, Critical Care and Pain Medicine  
Beth Israel Deaconess Medical Center, Inc.

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

\_\_\_\_\_  
Trainee

I also acknowledge that I have received copies of the Medical Center policy PM-09 entitled Sexual Harassment.

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

\_\_\_\_\_  
Trainee

## Beth Israel Deaconess Medical Center

### *BIDMC Manual*

*Personnel policies by their nature are constantly under review as they are affected by changes in applicable laws, economic conditions and the Medical Center's business. While the Medical Center believes in its policies, they are not conditions of employment and the Medical Center reserves the right to revise or terminate policies at any time, and diverge from existing policies when it deems appropriate. Nothing in this Policy is intended to constitute a contract between the Medical Center and any employee, or create a promise by the Medical Center of any kind, regardless of what this Policy states. Either the Medical Center or an employee may terminate the employment relationship at any time and for any reason.*

### **Title: Sexual Harassment**

**Policy: PM-09**

**Purpose:**

To provide policy guidelines prohibiting sexual harassment.

### **Policy Statement:**

It is the goal of Beth Israel Deaconess Medical Center ("Medical Center") to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Medical Center takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the legal definition of sexual harassment.

### **Definition of Sexual Harassment:**

In Massachusetts, the legal definition of sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a

sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint, is unlawful and will not be tolerated by this organization.

If it is determined that information was knowingly fabricated, distorted, exaggerated, or minimized either to injure someone else or to inappropriately protect an individual, the information communicated will be deemed to be given not in good faith and the person communicating such information may be subject to disciplinary action up to and

including termination of their employment.

**Procedure(s) for Implementation:**

**Complaints of Sexual Harassment :**

If any employee believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting any member of the Medical Center's Human Resources Employee Relations Department.

**Employee Relations  
375 Longwood Avenue  
3<sup>rd</sup> Floor  
Boston, MA 02215  
(617) 632-9326**

Employee Relations staff members are also available to discuss any concerns you may have and to provide information to you about the Medical Center's policy on sexual harassment and complaint process.

**Sexual Harassment Investigation:**

When we receive the complaint we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

**Disciplinary Action:**

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as we deem appropriate under the circumstances.

**State and Federal Remedies:**

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with

these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

1. Equal Employment Opportunity Commission ("EEOC"),  
JFK Federal Building  
475 Government Center  
Boston, MA 02203  
(617) 565-3200
2. Massachusetts Commission Against Discrimination ("MCAD")  
Boston Office:  
One Ashburton Place  
Room 601  
Boston, MA 02108  
(617) 994-6000.  
  
Springfield Office:  
424 Dwight Street  
Room 220  
Springfield, MA 01103  
(413) 739-2145.

Managers who have questions regarding these guidelines should contact Human Resources.

**Vice President Sponsor:**

**Approved By:**

**Operations Council: 6/7/10**

***Chief Operating Officer***

**Requestor Name:, Director of Employee and Labor Relations**

**Original Date Approved: 10/01**

**Next Review Date: 6/1/2013**

**Revised: 2/03, 10/03, 11/04, 1/07, 6/10**

**Eliminated: (Date)**

**References:**