

GRADUATE TRAINEE BENEFITS AND RESPONSIBILITIES

Graduate Trainee:

This document describes generally your responsibilities and benefits as a Resident (hereinafter "graduate trainee") for the one year beginning [REDACTED]. It also describes certain of the Hospital's responsibilities and includes certain policies applicable to graduate trainees.

Engagement

The Hospital hereby engages the graduate trainee as a program-year [REDACTED] trainee in the North Shore Medical Center Program in Internal Medicine. The graduate trainee acknowledges that this engagement is subject to the bylaws, policies and procedures of the Hospital's Medical/Professional Staff and the Department of Medicine and is contingent upon:

- a) successful completion of the Hospital and Department credentialing process;
- b) compliance with the attached Partners USMLE Completion policy;
- c) fulfillment of the medical licensure requirements of the Massachusetts Board of Registration in Medicine;
- d) maintenance of an appropriate appointment to the Medical/Professional Staff.

Graduate trainee responsibilities

The graduate trainee shall:

- a) provide patient care, under appropriate supervision, 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 documentation in the medical record, which should be completed in a timely fashion, and attendance at patient care rounds as assigned);
 - b) make appropriate use of the available supervisory and support systems, seeking advice and input from the attending staff physician/s when and as appropriate, and in accordance with the attached Resident Supervision Policy;
 - c) participate fully in the educational and scholarly activities of the training program as specified by the training program director, including attendance at didactic conferences, and other responsibilities which includes a scholarly project deemed suitable for publication, completion of examinations, maintenance of procedure logs, or other items;
 - d) develop a personal program of learning to foster continued professional growth, with guidance from the teaching staff;
 - e) assume responsibility, as called upon, in teaching more junior trainees and medical students, within the scope of the training program;
 - f) participate in improving the quality of education provided by the training program, in part by submitting at least annually confidential written evaluations of the faculty, the program and the overall educational experience;
 - g) adhere to established practices, procedures and policies of the Hospital, the Hospital's Medical/Professional Staff, the Department and affiliated training sites;
 - h) participate in institutional programs, councils or committees and other medical staff activities, as appropriate;
 - i) abide by the institutional and program-specific resident duty hours policies (attached) and, as scheduled by the training program director, accurately report his/her duty hours;
 - j) comply with institutional requirements for annual health and safety training, vaccinations and TB testing.
1. Prior to completion of the program the graduate trainee shall satisfy the following requirements, and provide written documentation to the training program director, where appropriate:
 - a) all United States Medical Licensing Examination requirements (policy attached), or acceptable equivalent examination/s;
 - b) all published program and/or Accreditation Council for Graduate Medical Education requirements for board or other certification;

- c) any other requirements for obtaining a full medical license.

These are conditions for issuance of a certificate of completion of the training program.

Program responsibilities

The Hospital will provide:

- a) a suitable academic environment for educational experience in the graduate trainee's specialty or subspecialty area;
- b) a training program that strives to meet and exceed the standards of the Accreditation Council for Graduate Medical Education;
- c) upon satisfactory completion of the training program, documentation of completion.

The Department will provide information relating to access to eligibility for certification by the relevant certifying board, including specialty board examinations.

Compensation and benefits

For the period of this engagement, the graduate trainee's annual salary will be \$.

- A summary of the graduate trainee's benefits package, which includes health, life and disability insurance options, will be provided at orientation and during annual enrollment.
- The Partners Employee Assistance Program (EAP) provides confidential professional assistance and counseling to employees, including graduate trainees, and their families. Their services include psychological and other support services and counseling for personal and family issues (e.g., medical care, substance abuse, work-related stress, financial concerns, relationship issues, domestic violence, etc.).
- Job-related health services are provided to all employees including graduate trainees by Partners Occupational Health Services. Evaluation of any job-related injury or exposure is provided at no charge.
- The Department will provide specific information regarding call rooms, uniforms and laundry services, meals, beepers, e-mail access and parking, as applicable. (attached)

Policies and procedures

1. Currently in effect:

- Adverse Action Process
- Redress of Grievance
- USMLE Completion
- Resident Supervision
- Resident Duty Hours/Moonlighting/Leave
- Other

- 2. 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.
- 3. There are Partners/Hospital policies prohibiting sexual and other forms of harassment (and providing a process by which allegations of workplace harassment may be reviewed), and physician impairment due to substance (drug or alcohol) abuse. These policies are, along with several other important policies as currently in effect, posted on the NSMC Human Resources *website*.
- 4. During the term of this contract, the graduate trainee will not engage in any professional activities outside the scope of this training program—that is, **moonlighting is prohibited**.

Professional liability insurance

- The Hospital shall provide appropriate professional liability coverage consistent with the coverage provided for other medical/professional practitioners. This coverage presently is provided through the Controlled Risk Insurance Company, Ltd. (CRICO). The coverage limits are currently \$5 million per claim and \$10 million annual aggregate per physician.
- This coverage provides legal defense and protection against awards from claims for which the graduate trainee would be liable even when reported or filed after the completion of training if the alleged acts or omissions occurred within the scope of the education program.
- Insurance provided by the Hospital generally applies only to activities performed within the scope of the training program and approved affiliations.
- The CRICO program requires, among other things, that physicians report incidents and claims to the Hospital's Risk Management Office.
- Graduate trainees shall not be liable in a suit for damages as a result of an act or omission related to rendering care in an emergency under the Commonwealth of Massachusetts "Good Samaritan" law.

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.

Conditions for re-engagement and continuation in the program

- 1) This term of engagement expires at the end of the period defined above, unless sooner terminated in accordance with applicable policies. The engagement will be renewed by written notification to the graduate trainee upon successful evaluation by the training program director and/or Department Chair 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 training program director. In making this determination the training program director may consider input from supervising attending physicians, chief residents 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.
- 2) In the event that the training program director determines that the graduate trainee is not meeting the performance or behavioral standards (including but not limited to issues of misconduct or lack of professionalism), the training program director may initiate remedial actions including but not limited to a program of remediation, probation or 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 Redress of Grievance Policy.
- 3) 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 given written notice no later than four months prior to the agreement termination date shown above, unless the primary reason/s for and/or the decision to not renew or promote occurs within the last four months of the term of this agreement, in which case the gradu-

- ate 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 NSMC website (<http://nsmconnect.partners.org/subwebs/Residents/FAQ.asp>) provides links to the institutional policies regarding residency reduction/closure, duty hours and other policies of interest to graduate trainees.

SIGNED:

_____, M.D. _____
Graduate Trainee: Date

_____, M.D. _____
Department Chair: Date

AND/OR

_____, M.D. _____
Training Program Director: Date

Graduate Medical Education Policy

USMLE COMPLETION FOR CLINICAL TRAINEES

Applicability: Residents beginning training on or after June 1, 2010.

- Documentation of successful completion of USMLE Step II must be submitted for initial appointment as a Resident.
- Documentation of successful completion of USMLE Step III is required for appointment (or reappointment) at the PGY 3 level or higher.
- Documentation of successful completion of USMLE Step III is required for graduation from all Partners residency and fellowship programs.
- Canadian physicians and Doctors of Osteopathy who are eligible for licensure may substitute documentation of successful completion of LMCC/MCCQE and COMLEX examinations, respectively, in lieu of USMLE examinations.

Other

- Meals:** Not provided. Meal dollars are provided for Residents On-call
- Salary:** Paid weekly, via direct deposit
- Living Quarters:** Not provided. On-call rooms are provided for residents required to remain in-house overnight by the training program.
- Uniforms:** Two lab coats are provided to resident during each year of training. No laundry service is available.
- Vacation/sick/
Education Time:** Three week's vacation (21) days maximum counting weekends/holidays, plus 3 sick days, 3 educational days for USMLE/COMLEX testing should be scheduled during non-floor months whenever possible. Time off for USMLE/COMLEX during floor months must be discussed with the Chief Resident well in advance to see if coverage can be arranged. Vacation time is scheduled by the Program. **Unused time cannot be sold back or carried over.** Due to the likelihood of visa processing delays, travel outside the U.S. is prohibited and will be deemed a voluntary termination from the Internal Medicine Residency Program unless otherwise permissible and agreed to by the Program Director prior to your departure from the country.
- Other** Free parking, full Health Science Library, other benefits such as auto insurance discounts and corporate cellular phone programs see human resources webpage for details.

Resident Responsibilities:

The resident agrees to meet the Program and Institution's employment expectations, serving the entire period specified as well as providing night & weekend on-call coverage and jeopardy coverage. The resident will (a) Develop a personal program of learning to foster continued professional growth; (b) Participate in safe, effective and compassionate patient care under supervision commensurate with level of advancement and responsibility; (c) Maintain BLS and ACLS certification, and comply with institutional requirements for any health and safety training, vaccinations, and TB testing; (d) Complete all charts, records, and reports in a timely fashion. e) Completion of fatigue training via online modules, procedure simulation via Procedure Log Consult, minimum completion of 4 mini-cex per year and completion of the annual Johns Hopkins modules.