

Graduate Medical Education

CONTRACT

Agreement of Appointment

THIS AGREEMENT for Graduate Medical Education (GME) is entered into by and between Beaumont Hospital, «City», Michigan (“Beaumont”) and «First» «Last» (hereinafter referred to as “Trainee”).

Beaumont offers to Trainee and Trainee accepts **PGY-«PGY_Yr»** appointment in the Beaumont «Program» **Program**, under the terms and conditions of this Agreement. Beaumont shall provide an annual salary for the term of this Agreement of **\$«Amount»**.

The term of this Agreement shall be **from «Start_Date» through «End_Date»**. Any request to change the start date is at the discretion of the Program Director. Any extension of the term of the Agreement – for purpose of remediation, time compensating for a leave-of-absence, or similar reasons – must be approved by both the Program Director and the Director of Graduate Medical Education. If satisfactory progress is made in the Program, Trainee will be eligible for reappointment and promotion under a new Agreement for the next level of training.

I. BEAUMONT RESPONSIBILITIES

- A. Beaumont shall provide a GME program (“Program”) that meets standards established by the Accreditation Council for Graduate Medical Education (ACGME), American Osteopathic Association (AOA), or Council for Podiatric Medical Education (CPME), as well as other Specialty Boards, as applicable.
- B. Beaumont shall provide policies, rules and regulations clearly defining the duties and privileges of the Trainee, (“Programs Manuals” and/or “House Staff Manual” and/or “Handbook” and/or “GME Policies”, as applicable in electronic or paper format, collectively “Program Policies”). At all times while fulfilling his/her obligations under this Agreement, the Trainee shall adhere to all Program Policies as well as all applicable Beaumont Hospital rules, regulations, policies, procedures and guidelines (“Beaumont Policies”). Additionally, the Trainee shall adhere to all applicable state, federal and local laws, and standards required for Beaumont to maintain accreditation by the Joint Commission, ACGME, AOA, CPME, and any other relevant accrediting, certifying, or licensing organization, including the State of Michigan Board of Medicine. The parties acknowledge that various policies and procedures referenced herein may be revised, amended or newly issued from time to time and Trainee shall adhere to any and all revised, amended, or new policies, when they become effective. In the event of a conflict of terms, the terms to this Agreement take precedence over Program Policies and Beaumont Policies. Similarly, Program Policies take precedence over Beaumont Policies.
- C. Beaumont shall address complaints and grievances in a timely manner. Trainee agrees that the GME Grievances and Due Process Policies are the sole, final and binding remedy for all grievances related to Trainee’s participation in the Program, including suspension, non-renewal, non-promotion, or dismissal.
- D. Beaumont shall provide compensation and benefits, including health care, disability and professional liability insurances, to Trainee as summarized in Exhibit A. A premium contribution from the Trainee may be required for health care and financial protection benefits. Beaumont reserves the right to modify the plan of benefits set forth at any time. The Trainee will be notified of any change in the plan of benefits.
- E. Beaumont shall grant vacation and other leaves compliant with Program Policies and as summarized in Exhibit A. Program Directors shall inform Trainee of the impact of leaves-of-absence on the ability to satisfy requirements for Program completion and eligibility for specialty Board certification.
- F. Upon satisfactory completion of the Program and all of the Trainee’s responsibilities, and termination of Trainee status, Beaumont shall furnish to the Trainee a Certificate of Training. If only a portion of the training is completed satisfactorily, Beaumont shall provide documentation of the training upon request.

II. TRAINEE RESPONSIBILITIES

A. Trainee understands that this Agreement is contingent upon:

1. Satisfactory proof of employability (including immigration status) on or before the commencement date above;
2. Taking and passing the pre-employment physical exam administered by Beaumont, which includes laboratory tests to detect substance abuse and nicotine; and
3. Obtaining a valid State of Michigan medical license.

If the employability, drug screen, or license requirement is not fulfilled to the satisfaction of the Director of GME, this Agreement may be canceled, or effective date delayed without Trainee pay, by Beaumont, without provision of the due process otherwise provided herein.

B. Trainee specifically agrees:

1. To fully participate in Program activities and to comply with all Program requirements of all applicable Boards. Trainee shall serve responsibly during the entire period agreed upon as specified in this Agreement.
2. To observe all Program Policies and Beaumont Policies, and to fulfill all educational and professional responsibilities as determined by the Program Director, including those pertinent to duty hour compliance.
3. To meet all financial obligations to the Hospital incurred including, but not limited to, charging food items in dining areas through deductions from salary, if applicable.
4. To consider the salary, experience, and instruction received as sole compensation, and not to accept fees in any form from patients.
5. To submit to the Program Director in a timely manner all computerized or written evaluations of faculty, residents, medical students, educational experiences, and other evaluations as requested.
6. To personally fulfill and not delegate his/her duties under this Agreement.
7. To inform Beaumont of any changes regarding the information submitted during the application process.
8. To maintain current State of Michigan license to practice medicine and to prescribe controlled substances, and to provide documentation upon request. Trainee will notify the Hospital if his/her Medical License is revoked, suspended, or not renewed, or if any action, including notification of any complaint or the initiation of an investigation, is taken against Trainee by the Michigan Board of Medicine, the Centers for Medicare and Medicaid, or any other governmental or regulatory agency. Trainee understands that failure to renew a License as required will result in his/her suspension without pay until renewed.
9. To notify immediately, both verbally and in writing, the Director of GME of any change in immigration status. Trainee understands and acknowledges that maintenance of valid immigration status is required and is the responsibility of Trainee.
10. To complete his/her medical records in a timely fashion. The definition of incomplete medical records for the Attending Staff Incomplete Record List shall be applicable to Trainee. Trainee understands that excessive medical record completion delinquencies may result in the denial of educational funds and/or other sanctions.
11. All email, correspondence, reports, studies, compilations and similar documents, in any form, pertaining to Beaumont matters, produced by Trainee while at Beaumont shall be considered the property of Beaumont. Trainee shall neither publish nor disseminate any article, nor divulge in public or private, nor to the press or other media, nor destroy, any information concerning Beaumont, its trustees, directors, employees or patients without the prior written consent of the Director of GME.
12. To promptly report to Beaumont, through his/her Program Director, any incident that might give rise to any malpractice claim or suit against him/her. Trainee agrees to cooperate with Beaumont to resolve any such claims or suits in a timely manner. Trainee acknowledges that the professional liability insurance provided to Trainee pursuant to the terms of this Agreement does not apply to any activities outside the scope of Trainee's appointment under the terms of this Agreement.
13. To successfully complete USMLE Step 3 Exam, COMLEX USA-3 or APMLE Step 3 prior to completion of the PGY-2 year. In the event of repeated failure to pass, the Trainee may not be allowed to continue in the Program, as per the applicable GME policy. Failure to pass in the PGY-2 year may result in the PGY-3 Agreement being canceled, or effective date delayed without Trainee pay, by Beaumont, without provision of the due process otherwise provided herein.

C. Trainee further understands, acknowledges, and attests as follow:

1. I understand that my appointment is for one academic year, and that reappointment is conditional on my having performed satisfactorily, as determined by my Program Director. I understand that Beaumont is under no obligation to extend or renew this Agreement if my performance is deemed unsatisfactory after provision of due process, as described herein.
2. I understand that if the Program Director intends to recommend suspension, non-renewal, non-promotion, or dismissal, I will be notified in writing as early in the year as practical to allow remedial action or counseling to be undertaken. Suspension, non-renewal, non-promotion, and dismissal are the only appealable actions and, the GME Grievance and Due Process policies shall be followed.

3. If, in the opinion of my Program Director, my performance is egregiously or repeatedly unsatisfactory, the Hospital shall have the right to modify or cancel this contract by giving 30 days' notice, with the provision of due process as described in GME Policies.
4. I am not now, and will not place myself, under obligation to any other institution in any capacity during the period of this contract. I understand and agree that my performance of professional activities outside of Beaumont ("moonlighting") is prohibited unless specifically approved in advance by my Program Director in writing, and will not be covered by the hospital's professional liability insurance program.
5. It is my responsibility to ensure that any external activity, irrespective of the Program Director's approval, is consistent with the ethical standards of Beaumont and the medical profession.
6. I understand I must maintain the confidentiality standards of Beaumont. I further agree as follows:
 - a. I will only access information I need to do my job.
 - b. I will not show, tell, copy, give, sell, review, change, or trash any confidential information unless it is part of my job.
 - c. I will keep my computer password secret and will not share it with anyone.
 - d. I will not use anyone else's password to access any Beaumont system.
 - e. I know that my access to confidential information may be audited.
 - f. I will not share any confidential information even if I am no longer a Beaumont employee.
 - g. I know that confidential information I learn on the job does not belong to me.
 - h. I know that Beaumont may take away my access at any time.
 - i. I will protect the privacy of our patients and employees.
 - j. I will not make unauthorized copies of Beaumont software.
 - k. I am responsible for my use or misuse of confidential information.

III. TERMINATION OF AGREEMENT

- A. Beaumont, in its sole discretion, may terminate the Agreement immediately for any of the following reasons, without right to appeal under the GME Grievance and Due Process policies or any other rights of appeal:
 1. Substantial breach of the terms of this Agreement by the Trainee
 2. Serious neglect of duty or violation of rules, regulations, or policies by the Trainee
 3. Conviction of a crime determined by the Program Director and/or Director of GME to render the Trainee unfit professionally to practice medicine
 4. Conduct by the Trainee that is prejudicial to the best interests of Beaumont
 5. Theft
 6. Acts of moral turpitude
 7. Insubordination
 8. Use of professional authority to exploit others
 9. Conduct that is detrimental to patient care
 10. Failure to adhere to Employer policies/procedures
 11. Discrimination
 12. Unprofessional behavior, including sexual harassment, verbal harassment, and harassment of any kind
 13. Sexual advances toward a patient
 14. Drug or alcohol abuse
 15. Unapproved absence of the Trainee from the Program
 16. Falsification of any information supplied to Beaumont by the Trainee as part of the entrance requirements of the Program, or knowingly giving false information or assisting others in doing so
 17. Revocation or suspension of a Michigan Medical License
 18. Misrepresentation or omission by Trainee in seeking this appointment or a subsequent appointment
 19. Death, incapacitation, illness, or disability of Trainee
 20. Disqualification of Trainee under any governmental payment program
 21. Failure or refusal to submit to a physical or mental examination when requested by the Program Director, based upon a reasonable belief that Trainee's physical or mental status is perceived to be interfering with participation in the Program
 22. Failure to pass the USMLE Step 3, COMLEX Step 3 or APMLE Step 3 examination as required by the Program, but no later than the end of the PGY-2 year of training
- B. Significant breach of this Agreement by Beaumont or failure of Beaumont to provide a high-quality GME program in accordance with accreditation requirements or for other legitimate reasons may allow the Trainee to terminate this Agreement upon sixty (60)

days' written notice. Upon receipt of such notice, Beaumont may elect to terminate the Trainee immediately and waive such notice period. In such event, the Agreement shall terminate immediately, and the Trainee's services for Beaumont shall terminate effective immediately. Beaumont, in its sole discretion, shall determine the amount of credit, if any, toward satisfying the education requirements to be awarded to the Trainee.

- C. In the event the Program is closed or there is a reduction in the total number of Trainees in the Program, Beaumont will make efforts to allow the Trainee to complete the Program. In the event that continuation of the Program is not possible by Beaumont, Beaumont will make efforts to transfer the Trainee to a comparably accredited program.
- D. If the Agreement will not be renewed by Beaumont, a written notice of intent not to renew will be provided to the Trainee no later than four (4) months prior to the end of this Agreement. If the primary reason for the non-renewal occurs within the four (4) months prior to the end of the Agreement, or final determination is delayed in order to assess the results of remediation, then Beaumont will provide written notice as much as possible in advance of the end of the Agreement. In the event of non-renewal of the Agreement, Trainee shall be entitled to contest the decision through, and to the extent permitted under, the GME Grievance and Due Process policies.

IV. GENERAL PROVISIONS

- A. No provision of this Agreement shall be construed in any manner whatsoever as an assurance of or guarantee of initial appointment to Beaumont Medical Staff during or upon completion of training.
- B. Beaumont will maintain the records of the Trainee as confidential. These records may be delivered to other health care institutions or prospective employers only upon written request to Beaumont by the Trainee in such form as designated by Beaumont. Records will be furnished to appropriate government agencies as required by law.
- C. The rights and obligations of Beaumont under this Agreement will inure to the benefit and be binding upon the successors and assigns of Beaumont. The Trainee may not assign or transfer his/her rights or obligations under this Agreement.
- D. This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior and contemporaneous agreements between the parties regarding the subject matter hereof. No amendments will be binding unless in writing and signed by the parties.
- E. This Agreement shall be governed by and construed according to the laws of the State of Michigan.
- F. The failure of a party to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
- G. Any provisions which by their nature survive expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.
- H. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect.

V. TRAINEE ACCEPTANCE

I have read this Agreement and agree to accept this appointment as offered for the period above. In accepting this appointment, I certify that I have had an opportunity to review the Program Policies and Beaumont Policies and I agree to comply with all applicable policies, rules, regulations and guidelines.

TRAINEE

VICE PRESIDENT GRADUATE MEDICAL EDUCATION & DESIGNATED INSTITUTIONAL OFFICIAL

Signed: _____

Signed:

By: **«First» «Last»**

By:

Date: _____

Date: Insert, 2018