

RESIDENT/FELLOW APPOINTMENT AGREEMENT

Baylor College of Medicine (the “College” or “BCM”) recognizes its residents and fellows as important for advancing our mission, and we are honored to have you as a part of our training programs. As a resident/fellow you must comply with the College’s rules, regulations, the College’s Compact Between Teachers, Learners and Educational Staff, and policies pertaining to your specific training program and the affiliate partners where you will train. These documents should be accessed and reviewed through the College’s intranet site at <http://intranet.bcm.tmc.edu/>.

All training mandated by the College and our affiliate partners must be completed in a timely fashion; these include, but are not limited to EPIC clinical training, Compliance training, and Title IX modules.

Read this document carefully as it forms a legal agreement between you and the College.

This Resident/Fellow Appointment Agreement (“Agreement”) is entered into and effective this ___ day of ___, 2020, by Baylor College of Medicine (BCM) and _____ (“Trainee”).

A. Appointment

BCM hereby appoints _____ to BCM’s _____ Program. The term of this appointment is one year and will terminate on _____, 2021. All policies and procedures referenced in this Agreement are available on BCM’s website at <http://intranet.bcm.tmc.edu/>.

If this Agreement is not signed by the Trainee and returned within thirty (30) calendar days it will be considered null and void, and any obligations to the Trainee will be revoked.

B. Conditions of Appointment

1. Trainee agrees to comply with the following obligations:
 - a. To serve at BCM and its affiliated facilities;
 - b. To accept the duties, responsibilities, instructions, requirements and rotations assigned by the Trainee’s Program Director or designee;
 - c. To meet the Program’s standards for learning and advancement including the objective demonstration of the acquisition of knowledge and skills;
 - d. To abide by the rules and regulations of BCM and the regulations of the hospitals to which the Trainee is assigned;
 - e. To conduct himself or herself ethically and morally in keeping with his or her position as a physician; and
 - f. To meet the conditions outlined in this Agreement;

PRIMARY AFFILIATED TEACHING HOSPITALS

- g. Hereby authorizes the release of and, if necessary, agrees to sign additional authorizations besides this one, for any and all training and performance information which is required by the Accreditation Council for Graduate Medical Education to other training programs for purposes of evaluation and assessment.
2. BCM agrees to perform a series of administrative and educational functions for the benefit of both the Trainee and the Program. These functions include:
 - a. Payment of Trainee's salary;
 - b. Provision of employment related services;
 - c. Maintenance of necessary records;
 - d. Procurement and administration of the fringe benefits set out in this Agreement;
 - e. Provision of mechanisms for effective coordination of the Program among affiliated training sites;
 - f. Release of any and all training and performance information which is required of the College by the Accreditation Council for Graduate Medical Education to other training programs for purposes of evaluation and assessment.

C. Content of the Program

1. Responsibilities of Trainee

The primary responsibility of the Trainee is the attainment of professional competence in his or her chosen field along with a commitment to the practice of medicine founded by the principles of integrity, professionalism, and compassion. Through entering this Agreement, each Trainee undertakes the commitment to actively seek knowledge to inform the safe, effective, and ethical practice of medicine with the treatment of each patient with dignity and respect. These goals are achieved through the supervised care of patients with progressive, graduated autonomy in clinical practice; exposure to the science and research which underlie the study of disease; and training to achieve related core professional competencies that serve as the foundation of independent practice and lifelong learning.

Education and training are the principal objectives of the Program and the relationships established between faculty and Trainees are based upon mutual respect and collaboration toward those objectives. Responsibility in patient care is of prime importance in providing high-quality graduate training, and thus as the Trainee progresses in training and competence, his or her responsibilities in care of patients will increase. In addition, the Trainee shall be provided with an understanding of ethical, socioeconomic and medical/legal issues that affect the practice of medicine and of how to apply cost containment measures in the provision of patient care.

The functioning of a Trainee as a responsible physician and teacher is an integral part of postgraduate education. Each Trainee has the duty and responsibility to teach and to demonstrate his or her skill and knowledge to medical students and other Trainees. This duty includes supervising patient care and patient work-ups as well as demonstrating and teaching procedures commensurate with good patient

care. The teaching aspect of being a Trainee is both a rewarding and unique responsibility and should be willingly accepted (Policy Number 27.4.01).

2. Scope of Practice

BCM recognizes that appropriate and optimal healthcare cannot be provided without the existence of a formal physician-patient relationship between the care provider and the recipient of that care. For this reason, Trainee should not provide medical care of any type (e.g., samples of medications, prescriptions, medical advice) to individuals with whom he or she does not have a physician-patient relationship. This should include Trainee, friends, family members, colleagues, and other work associates. Additionally, medical malpractice insurance provided for Trainee is only in effect for patient care provided within the scope of the Program.

D. Research and Intellectual Property

Trainee acknowledges that any and all inventions, discoveries, or other intellectual property that may arise from Trainee's research conducted as a component of the Program will be governed by BCM's Policy on Patents and Other Intellectual Property (Policy Number 20.8.1).

E. Quality Assurance

The Trainee will be informed of the organizational and affiliate methods of providing quality assurance. The Trainee will participate in the quality assurance activities of the clinical services to which he or she is assigned.

F. Medical Records and HIPAA

Trainee is required to complete medical records in a timely manner. Mandatory components of the Program include: dictation of chart summaries, signing of patient orders, and compliance with the rules and regulations of the medical records departments of each affiliated institution to which the Trainee is assigned. Failure to complete medical records promptly and accurately indicates failure to deliver adequate care of patients and is considered grounds for corrective action.

Trainee must maintain the confidentiality of all personal health information of all patients. As such, Trainee must comply with all applicable state and federal laws regarding patient confidentiality including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its corresponding regulations ("HIPAA"). Trainee's breach of HIPAA shall be cause for BCM to terminate this Agreement.

G. Salary and Fringe Benefits

1. Salary and Fringe Benefits

Subject to the terms of this Agreement, BCM will pay to the Trainee an annual salary of a PGY ___ \$_____, which will be paid biweekly less any deductions required by law or authorized by the Trainee. The fringe benefits provided during the term of this appointment are set forth in Exhibit A and are administered through BCM.

Trainee will be responsible for securing his or her living quarters, transportation, and laundry service. If Trainee is taking in-house call, then adequate and appropriate accommodations for on-duty quarters, dining, and safe transportation home will be provided. Affiliated institutions will provide laundry services for contaminated personal protective clothing as required by Occupational Safety and Health Administration guidelines.

2. Orientation

BCM will pay Trainee a supplement of \$150 per day for attendance at and participation in one day of administrative orientation to occur on _____ and one day of clinical learning environment orientation to be scheduled in collaboration with your program director and the Office of Graduate Medical Education. Trainee is expected to attend both orientation sessions, which are mandatory.

H. Moonlighting

Trainee will not be required to engage in professional activities outside the educational program (“moonlighting”). Moonlighting not related to the Program is permitted only with written approval of BCM’s Designated Institutional Office (DIO) or Designee, upon recommendation of the Department Chair/Division Head. Moonlighting related to the Program and supervised by BCM faculty and conducted within affiliated institutions is permitted with the written approval of the Department Chair/Division Head (Policy Number 27.3.6). Only moonlighting related to the Program is covered by BCM Professional Liability Insurance.

All written approvals with respect to moonlighting will be included in the Trainee’s file. The Program may initiate corrective action in the event moonlighting interferes with the ability of the Trainee to fulfill satisfactorily the obligations of the Program. Trainee’s performance will be monitored for the effect of these activities on performance and adverse effects may lead to withdrawal of permission for Trainee to perform the activity.

I. Clinical Working Hours

Trainee shall comply with BCM’s Duty Hours Policy (Policy Number 27.4.03). Trainees are expected to limit their Program and Program-related moonlighting activities to the maximum number of hours weekly allowed by the Accreditation Council for Graduate Medical Education (“ACGME”) policy, averaged over a four-week period. See attached summary from www.acgme.org. In accordance with BCM standards of professionalism the Trainee is expected to complete the entry of clinical working hours by all stated deadlines and with accuracy, and to include hours spent engaged in moonlighting activities, if applicable. Failure to enter clinical working hours promptly and accurately is considered grounds for corrective action.

J. Professional Fees

As a condition of acceptance to the Program, to the extent applicable to Trainee, all professional fees derived from services provided by the Trainee will accrue to BCM. The Trainee waives all rights to fees for professional services to patients, regardless of the level of participation in the care of those patients.

K. Licensure

Prior to assuming duties at BCM, Trainee must hold an active physician-in-training permit or medical license from the Texas Medical Board (“TMB”). Failure to obtain such permit or license and provide proof of same to BCM shall allow BCM, in its sole discretion, to revoke its offer of house staff appointment. Trainee must keep this permit or license active during the Trainee’s participation in the Program. Trainee must satisfy the BCM credentialing requirements to be eligible to apply for a TMB permit or license. If the Trainee’s permit or license is not renewed in a timely fashion, Trainee will be suspended without pay until the appropriate permit or license has been obtained. Trainee will receive no credit for any training during the time his/her permit or license lapsed, and will not be paid a salary for any training time Trainee is required to make up as a result of a lapsed permit or license.

L. Conditions of Reappointment and Promotion

Trainee shall be evaluated fairly and objectively on the basis of his or her academic and clinical performance. The evaluation process shall include a written formal evaluation for each rotation or segment of the training program. Evaluations shall be made available for review to Trainee in a timely manner. Trainees will also have a semi-annual evaluation with the program director. An end-of-training evaluation summary will be completed by the program director. Promotion each year and the completion of graduation requirements shall be on the basis of academic and clinical performance. The Program shall have written policies for the evaluation and promotion of Trainees. Copies of these policies shall be made available to Trainee and shall be provided to the Designated Institutional Official or Designee.

Notification of intent to reappoint or not reappoint a Trainee shall be made by the Program no later than four (4.0) months and no earlier than seven (7.0) months before completion of the Trainee’s term of appointment, provided that the Trainee is not on probationary status. The decision to reappoint or not to reappoint a Trainee on probation may be made during the period of probation or deferred until the end of the probationary period.

Any reappointment is conditional upon the Trainee’s appropriate and successful completion of training for the current year, and continued satisfactory progress toward meeting the standards of the Program and department, and maintenance of an active registration with the TMB. Upon receipt of an offer of reappointment, the Trainee shall notify the department chair of his or her intent to accept or decline the reappointment within 14 calendar days of receipt.

The Trainee shall sign a certification that he or she knows of nothing that would in any way inhibit or prohibit his or her ability to provide safe and proper medical care to patients since the last appointment or reappointment letter. This certification may be included in the reappointment letter.

Trainee has the right to appeal a decision of non-reappointment in accordance with the procedures outlined in BCM's Policy on Appeal of Non-Reappointment (Policy Number 27.6.2).

BCM shall have the right to offer reappointment without promotion, that is, to ask the Trainee to repeat part or all of the year, whether or not a Trainee is on probation. A decision to offer reappointment may also be appealed in accordance with the procedures outlined in BCM's Policy on Appeal of Non-Reappointment (Policy Number 27.6.2). Reappointments of this type are to be paid at the level at which the Trainee is currently appointed.

Trainees shall also have the opportunity to evaluate their program at least annually.

M. Vacation and Leave of Absence

Trainee shall be subject to the BCM Policy on Vacations and Leave (Policy Number 27.3.5). The effect on Trainee's reappointment of any leave granted to Trainee will be determined in accordance with such policy.

N. Grievances and Due Process

The Program supports fair, efficient, and equitable solutions for problems that arise from the appointment of the Trainee to the Program. Trainees may grieve matters that involve pay, hours of work, working conditions, clinical assignments, and issues related to the Program or faculty, or the interpretation of a rule, regulation, or policy. If a Trainee has a grievance, he or she should follow the process set forth in BCM's Policy on House Staff Complaints or Grievances (Policy Number 27.4.12).

O. Corrective Action

Any corrective action taken against Trainee shall be in accordance with BCM's Policies on Adverse Action, Appeal of Adverse Actions, Reporting/Record Retention, and Conduct of Hearings (Policy Number 27.6.1 – 27.6.4).

P. Trainee Impairment and Assistance

BCM is a drug-free workplace. Trainee will comply with BCM's Policy on Substance and Alcohol Abuse (Policy Number 02.5.34).

Q. Sexual Harassment

It is the policy of BCM to provide a work environment free from sexual harassment. If Trainee wishes to report an incident of sexual harassment, he or she should contact the Title IX Coordinator in accordance with BCM's Sexual Misconduct and Other Prohibited Conduct Policy (Policy Number 02.2.26).

R. Termination

In addition to the circumstances noted in Section T. below, Trainee's appointment may be terminated at any time by BCM upon notice to Trainee, for reasons including but not limited to: (i) academic corrective action; (ii) Trainee's breach of this Agreement or any BCM policy; (iii) Trainee's failure to comply with applicable laws; (iv) Trainee's failure to progress in medical knowledge or skills as determined by the Program Director; (v) the

Program Director's determination that Trainee constitutes a threat to patient safety; (vi) a BCM affiliated institution prohibits Trainee from training or working, even temporarily, at that facility; BCM does not have an obligation to find alternate training locations or to provide funding for the Trainee; or, (vii) suspension, revocation or termination of the Trainee's physician-in-training permit or medical license.

The foregoing list of reasons for termination is not exhaustive, but is provided for informational purposes.

S. Discontinuation of Program or Reduction in Size

In the event that Trainee's Program is discontinued or reduced in size, the department and BCM will put forth reasonable effort to eliminate the Program or decrease the number of Trainees by attrition. That is, new Trainees will not be taken into the Program, but Trainees already in the Program will be offered the opportunity to complete their training at BCM. In those situations in which this is not possible, BCM and the department will make reasonable efforts to help the Trainee find a suitable position elsewhere.

T. Background Checks/Arrests/Apprehensions/Charges

BCM will conduct a full criminal background check on all trainees prior to the commencement of work. While a previous arrest, apprehension by law enforcement (whether or not such incident results in an arrest), charge, sanction, conviction, civil or criminal incident of any kind or any other civil or criminal matter ("Previous Event") does not automatically preclude a Trainee from entering or completing a graduate medical education program at BCM, all information requested regarding it to ensure a full investigation must be provided in a timely manner. Trainee shall disclose any such Previous Event in writing to his/her program director at the time application is made to the training program; failure to disclose such information shall allow BCM in its sole discretion to terminate this Agreement. If a Previous Event precludes the trainee from working at one of our affiliate hospitals, BCM does reserve the right to terminate this Agreement.

If an arrest, apprehension by law enforcement (whether or not such incident results in an arrest), charge, conviction, sanction, civil or criminal incident of any kind or other civil or criminal matter, including without limitation incidents that occur at BCM affiliated institutions, (an "Event") occurs during training, a resident has five (5.0) working days to fully report it and details surrounding the Event in writing to his/her program director and the Office of Graduate Medical Education. Failure to do so may result in an adverse action, up to and including termination. If such an Event results in the resident being barred from rotating through one or more of the BCM affiliate hospitals, then BCM reserves the right to and shall be allowed in its sole discretion to terminate this Agreement.

U. Information Concerning Specialty Board Examinations

Eligibility to participate in specialty board examinations is based upon multiple factors, which vary between organizations. Any questions or concerns about such eligibility should be directed to the trainee's Program Director or the office of Graduate Medical Education.

The duration of any vacation, sick leave, or any other leave of absence must be consistent with satisfactory completion of training requirements. The amount of vacation, sick leave, or any other leave of absence that will necessitate prolonging the training time (e.g., credit toward specialty board qualification) for the Trainee is determined by the Program Director and the requirements of the pertinent ACGME Resident Review Committee and/or relevant specialty board. Programs must provide Trainee with timely notice of the effect of leave(s) on the ability of the Trainee to satisfy requirements for program completion. Trainee should contact their Program Director for information relating to access to eligibility for the relevant specialty board examination. Additional training after an LOA may be needed for successful completion of Program Requirements, including all board certification requirements.

Signatures below represent the review, understanding, and agreement to the terms of this Agreement by all parties. Photocopies of this agreement shall be as valid and binding as the original.

Executed this _____ day of _____, 2020, by:

Trainee:

Signature

Trainee Printed Name

Baylor College of Medicine

_____, M.D.

Program Director

Department of _____

Alicia D.H. Monroe, M.D.

Provost and Senior Vice President

For Academic Affairs

Designated Institutional Official

Exhibit A
Fringe Benefits

1. **Professional Liability Insurance:** BCM operates a program of self-insurance (“Self-Insurance Program”) to provide medical malpractice coverage for trainees at no cost to Trainee. Trainee is required to participate in the Self-Insurance Program. All costs are paid by BCM. The Self-Insurance Program grants coverage on an occurrence basis in limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate, and will respond to any claims and suits made against Trainee based on medical care that is rendered during the course and scope of his/her duties to BCM. Defense costs are included in the coverage. With occurrence coverage, the Self-Insurance Program will respond to a claim made after Trainee leaves BCM as long as the claim is based on treatment rendered during the formal training experience. The purchase of additional tail coverage is not necessary. Terms, conditions and exclusions of the Medical Professional Liability Declaration of Self-Funding of Baylor College of Medicine govern the coverage. This document is available on the BCM Risk Management intranet site. Trainee may contact the Office of Risk Management (713-798-4509) for more information.

2. **Other Insurance and Fringe Benefits:** BCM provides certain core benefits to Trainees at no cost to the Trainee. Trainee is entitled following core benefits:
 - a. Comprehensive medical insurance through the BCM ResidentCare PPO
 - b. Dental insurance through the BCM Dental PPO
 - c. Psychiatric counseling service (a minimum of 12 visits at no charge to Trainee)
 - d. Employee Assistance Program (24 hour emergency psychiatric services)
 - e. Basic life insurance
 - f. Basic accidental death and dismemberment insurance
 - g. Long term disability insurance
 - h. Business travel accident insurance
 - i. Statutory benefits such as unemployment compensation, Workers’ Compensation and Social Security
 - j. Short term disability insurance

Detailed information on these insurance plans and on additional benefits available to Trainee (at Trainee’s cost) can be found on the Human Resources section of the BCM website or through the BCM Human Resources office.

Name:

Specialty:

Starting Date:

NEW HOUSE OFFICER'S CERTIFICATION OF FITNESS FOR DUTY:

To my knowledge, I know of nothing that would in any way inhibit or prohibit my ability to provide safe and proper medical care to patients while I am training at Baylor College of Medicine.

Signature

Date

*Your certification (signature and date) is required for initial appointment to the training program.

ACKNOWLEDGMENT

All residents, fellows and learners are required to complete this Acknowledgment at the beginning of each academic year.

I, _____ (print full name) acknowledge that I am required to follow Baylor College of Medicine (“College” or “BCM”) policies as well as the policies of each affiliate educational institution while a participant in the College’s education programs. I have completed the mandatory training “Privacy and Security - Annual General Compliance Training” and have read and understand the BCM HIPAA Privacy Policies located at: <https://intranet.bcm.edu/index.cfm?fuseaction=Policies.Policies&area=31> and Security policies located at <http://intranet.bcm.edu/?tmp=it/policies> and <https://intranet.bcm.edu/index.cfm?fuseaction=Policies.Policies&area=12>.

It is a **VIOLATION OF BAYLOR POLICY** to do any of the following:

- Use personal computing devices to store, process, or transmit patient information unless specifically permitted to do so in writing by the institution. All such permitted personal computing devices must be encrypted by technology approved by the institution.
- Remove from the premises of BCM or any Affiliate unsecure patient information (e.g., paper, unencrypted flash drive, etc.) without approval of my attending physician or department chief. I will keep unsecure patient information with me at all times and will not leave it in my vehicle.
- Forward any patient information to any personal email account(s).
- Access patient information of family, friends or colleagues using my log-in credentials unless it is related to my job responsibilities.
- Take photographs/images of patients with personal devices. Photographs/images of patients may only be taken using a BCM/Affiliate device when it is for treatment purposes, or with appropriate written patient authorization.
- Disclose any patient information through any type of social media.

All Baylor residents, fellows and students are required to immediately report any known or suspected misuse of patient information, data breaches, or policy violations, including information privacy or security violations. Reporting may be done by contacting privacycompliance@bcm.edu, by calling the Baylor toll-free Integrity Hotline at 855-764-7292, or through the Integrity Hotline web portal at www.bcm.ethicspoint.com.

_____ (Initial) I will ALWAYS validate with the patient if it is ok to discuss the patient’s medical information when someone not involved in the patient’s care is present.

_____ (Initial). I understand that if I have questions, at any time, regarding this Acknowledgment, I will contact BCM Compliance at privacycompliance@bcm.edu.

BY MY SIGNATURE BELOW, I attest that I have read and understand this Acknowledgment.

Signature

Date

Compact Between Teachers, Learners and Educational Staff Baylor College of Medicine

Learners pursuing a professional career at Baylor assume responsibility to develop in-depth knowledge, acquire and apply special skills, and demonstrate professionalism. Teachers guide and educate learners, and model appropriate attitudes, interpersonal skills and professional behaviors. Core educational staff support both learners and teachers. This Compact serves both as a pledge and a reminder to teachers, learners, and educational staff that moral, ethical and professional behavior by all BCM personnel is essential to the basic principles of this institution.

Guiding Principles of the Educational Compact

DUTY All participants in the education mission have a duty to sustain a learning environment conducive to maintaining the knowledge, attitudes, and skills necessary for providing contemporary standards of professional behavior.

INTEGRITY All education participants/parties will behave in a manner that reflects individual and institutional commitment to intellectual and moral excellence.

RESPECT Fundamental to the ethic of professions is respect for every individual. Mutual respect between learners, as newer members of the profession, and their teachers, as experienced professionals, is essential for nurturing that ethic. In addition to individual respect, all educational parties must respect and follow established professional policies.

As a teacher, I pledge to:

- Maintain currency in my professional knowledge and skills
- Ensure excellence of the educational curriculum
- Be a Model of professionalism in all of my interactions with faculty, learners, patients, colleagues, and staff
- Respect all faculty, learners, patients, colleagues, and staff as individuals, without regard to gender, age, race, national origin, religion, or sexual orientation; and oppose observed disrespect or bias
- Nurture learner commitment to achieve personal, family, and professional balance
- Recognize and acknowledge expressions of professional attitudes and behaviors as well as the achievement of quantifiable academic excellence
- Respond vigorously to unprofessional behavior and indications of abuse or exploitation of faculty, learners, patients, colleagues, or staff
- Create a safe environment in which faculty, learners, and staff can communicate any concern about breaches of this compact
- Accept responsibility for instilling these attributes in learners and faculty for whom I have responsibility

As a learner, I pledge to:

- Acquire the knowledge, skills, attitudes, and behaviors necessary to fulfill all established educational objectives
- Embody the professional virtues of integrity, empathy, altruism, compassion, respect, honesty, courage, and trustworthiness
- Respect as individuals, without regard to gender, race, national origin, religion, or sexual orientation, all patients, peers, faculty and staff
- Uphold the highest professional standards and conduct myself accordingly in all interactions with patients, peers, faculty and staff
- Assist my fellow learners in meeting their professional obligations, while fulfilling my own obligations as a professional
- Help create a safe environment in which faculty, learners, and staff can communicate any concern about breaches of this compact

As Educational Staff, I pledge to:

- Maintain currency in my professional knowledge and skills
- Help ensure excellence of the educational curriculum
- Embody professionalism in all of my interactions with faculty, learners, patients, colleagues, and staff
- Respect all faculty, learners, patients, colleagues, and staff as individuals, without regard to gender, age, race, national origin, religion, or sexual orientation; and oppose observed disrespect or bias
- Help create a safe environment in which faculty, learners, and staff can communicate any concern about breaches of this compact

We gratefully acknowledge the inspiration for this Compact provided by Jordan J. Cohen, M.D., President of the Association of American Medical Colleges through his "Compact between Faculty and Learners" published November 4, 2001