

Welcome to Baylor College of Medicine (BCM)!

Enclosed in this packet you will find important details about Baylor College of Medicine. The table of contents below is interactive, and it will take you directly to the selected page by clicking on the document name.

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Trainee 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 Trainee 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 Trainee Appointment Agreement ("Agreement") is entered into and effective 7/1/2025, by Baylor College of Medicine (BCM) and Trainee Name ("Trainee").

A. Appointment

BCM hereby appoints _____ to BCM's _____ as a PGY _____. The term of this appointment is one year, will start on 7/1/2025, (the "Start Date") and will terminate on 6/30/2026 (the "End Date"). 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 from transmittal to the Trainee by BCM, 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 terms and conditions outlined in this Agreement;
- 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.

In addition, please note that to satisfy requirements for clinical rotations at the MED VA Medical Center, certain males who are 18-25 years old must show proof of having registered for Selective Service (visit <https://www.usa.gov/register-selective-service> to see the requirements and the exceptions). Failure to show such proof upon request could result in termination of this Agreement, per Section R. Termination below.

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 immediately 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 according to Trainee PGY level ___ per Exhibit A and which will be paid twice per month less any deductions required by law or authorized by the Trainee.

The final schedule of trainee stipends for the prospective fiscal year could deviate from the anticipated/predicted amount, in which case you will be notified. The fringe benefits provided during the term of this appointment are set forth in Exhibit B 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 the Trainee's program director and the Office of Graduate Medical Education. Trainee is expected to attend both orientation sessions, which are mandatory. The orientation supplement will be processed by your department after you have attended both orientation sessions.

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 Clinical Working 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 ("permit") or medical license from the Texas Medical Board ("TMB"). Failure to obtain such permit or license and provide proof of same to BCM before the Start Date of this Agreement shall allow BCM, in its sole discretion, to revoke its offer of house staff appointment and terminate this Agreement. In its sole discretion, BCM may allow additional time to Trainee to obtain such permit or license, but in no event does the exercise of such discretion waive BCM's right to revoke its offer of house staff appointment and terminate this Agreement. 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. If Trainee's permit or medical license is not renewed for any reason within 30 days from its expiration such action shall allow BCM in its sole discretion to immediately terminate this Agreement upon notice to Trainee.

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 immediately 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 or failure to obtain such 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 immediately terminate this Agreement. If a Previous Event precludes the trainee from working at one of our affiliate hospitals, BCM does reserve the right to immediately 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 immediately 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.

V. Notice

Any notice allowed or required by this Agreement shall be made in writing: (a) either by (i) actual delivery (e.g. personally or by commercial courier service) of the notice or by (ii) the mailing of the notice with United States Postal Service certified or registered mail, return receipt requested and (b) addressed to the Party (BCM or Trainee) to be notified. Notices sent to Trainee shall be sent to the Trainee's address on file with BCM's Human Resources records. Notices mailed to BCM shall be sent to BCM Graduate Medical Education, Baylor College of Medicine, One Baylor Plaza, Mail Stop BCM220, Houston, Texas 77030 with a copy to the Trainee's Program Director through his or her BCM email address and a copy to BCM Office of the General Counsel, One Baylor Plaza, Mail Stop BCM105, Houston, Texas 77030. The notices shall be deemed to be received if by actual delivery, on the date of its receipt by the Party or if by mail, on the second day on which mail is delivered following the date of deposit in the United States Postal Service.

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.

Trainee: _____
Trainee Name

Program Director Name
Program Director, Department:

Designated Institutional
Official Senior Associate Dean
Graduate Medical Education

SAMPLE - Not Valid for Employment

Exhibit A

Resident and Fellow Stipends by Fiscal Year

AY 2024-2025

PGY 1: \$67,558.00
PGY 2: \$70,086.00
PGY 3: \$71,982.00
PGY 4: \$74,889.00
PGY 5: \$78,542.00
PGY 6: \$81,087.00
PGY 7: \$83,822.00
PGY 8: \$85,918.00

Laboratory PhD Fellows Stipends by Fiscal Year

AY 2024-2025

Clinical Postdoctoral PhD PGY 1: \$63,000.00
Clinical Postdoctoral PhD PGY 2: \$65,000.00

SAMPLE - Not Valid for Employment

Exhibit B

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.

SAMPLE - Not Valid for Employment

02.2.26 - Sexual Misconduct and Other Prohibited Conduct Policy

Human Resources: Academic Freedom, Affirmative Action & Equal Employment

Last Updated: 11/18/2020

Original policy date: 04/02/2015

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows, Postdoctoral Fellows, Students

Policy/Procedure Status, Date of Last Review or Modification	Current, as of November 18, 2020
Next Scheduled Review Date	November 1, 2022

I. Rationale

The purposes of this Policy are to: 1) define [Prohibited Conduct](#) for Baylor College of Medicine (BCM) Community Members, 2) establish mechanisms for reporting alleged violations of this Policy, 3) describe BCM's centralized investigation and adjudication procedures, and 4) describe the range of disciplinary actions and remedies applicable to violations of this Policy.

II. Stakeholders Affected by this Policy

This Policy applies to allegations of Prohibited Conduct committed by or against BCM Community Members, which may include a third party unaffiliated with BCM (e.g., patients, guests, invitees) as a Complainant or Respondent, that may occur in any location that is outside of the borders of the United States of America and/or within the borders of the United States of America but outside the scope of an education program or activity sponsored by BCM. The [Title IX Misconduct and Grievance Policy \(02.2.20\)](#) shall govern alleged misconduct of a sexual nature that occurs within the United States of America and within the scope of an education program or activity sponsored by BCM.

III. Definitions

- (a) **BCM** – Baylor College of Medicine.
- (b) **BCM Community Members** – includes the BCM Board of Trustees, faculty, staff, residents/fellows, postdoctoral trainees, contractors, and students enrolled in all schools and programs.
- (c) **Coercion** – unreasonable pressure for sexual activity. Coercive behavior is determined based on the type of pressure an individual uses to gain Consent from another person.
- (d) **Complainant** – a person who is alleged to have experienced an incident of Prohibited Conduct.
- (e) **Consent** – the clear, knowing, active and voluntary permission by a person of legal age to participate in sexual contact or sexual activity. Consent can be given by words or actions as long as those words or actions create mutually understood clear permission regarding an individual's willingness to engage in and the conditions of the sexual contact or sexual activity. Consent is not passive; silence in and of itself cannot be interpreted as Consent. Consent to any one form of sexual contact or sexual activity does not automatically imply Consent to any other form of sexual activity, and Consent in any particular instance may not be inferred solely from Consent given in previous instances.

- (f) **Course of Conduct** – two or more acts, including, but not limited to, acts in which the individual directly, indirectly, or through third parties, by action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person’s property.
- (g) **Dating Violence** – violence committed by a person who is or has been in a social relationship of a romantic or intimate nature, such as a “dating relationship” as defined by the Texas Family Code. The existence of such a relationship is based on consideration of: 1) the length of the relationship, 2) the nature of the relationship, and 3) the frequency of interactions between persons involved in the relationship. Examples of Dating Violence include but are not limited to sexual abuse, physical abuse, or the threat of such abuse. Dating Violence is considered a crime for the purposes of Clery Act reporting.
- (h) **Domestic Violence** – an act of violence committed by a current or former spouse, intimate partner, domestic partner, co-parent (a person who shares a child in common), person similarly situated to a spouse under the domestic or family violence laws of the State of Texas, or by any other person against an adult or youth who is protected from that person's acts under the domestic or family violence laws of the State of Texas. Examples of Domestic Violence include but are not limited to sexual abuse, physical abuse, or the threat of such abuse. Domestic Violence is considered a crime for the purposes of Clery Act reporting.
- (i) **Evidence** – information, in whatever form, relevant to a determination of a potential violation of this Policy, regardless of whether such information would be admissible under the Texas or federal rules of evidence.
- (j) **Fondling** – the touching of the private body parts of another person for the purpose of sexual gratification, without the Consent of the victim, including instances where the victim is incapable of giving consent because of age or temporary or permanent mental incapacity. For the purposes of this policy, “private body parts” include the genitals, anus, groin, breasts, inner thigh, and buttocks. Fondling is considered a crime for the purposes of Clery Act reporting.
- (k) **Force** – the use of physical violence and/or physical intimidation of an individual to gain sexual access. Force may include threats, intimidation (implied threats), and/or Coercion that diminishes resistance or produces submission or involuntary verbal assent. The presence of Force is not demonstrated by the absence of resistance; however, resistance is a clear indicator of Non-Consensual sexual activity.
- (l) **Incapacitation** – a state of mind in which a person cannot make rational, reasonable decisions and lacks the capacity to give knowing Consent for sexual activity. Incapacitation may result from mental disability, sleep or sleep deprivation, involuntary physical restraint, and/or the consumption of alcohol or other drugs – note that incapacitation from alcohol or drugs is different than mere intoxication. Sexual activity with an individual that one knows to be, or should know to be, mentally or physically incapacitated constitutes a violation of this Policy. This is an objective standard, determined according to what a reasonable person would do (or not do) under the totality of the circumstances. For instance, a reasonable person would presume that another person is incapacitated and unable to Consent to sexual activity if the person is observed to be unconscious after consuming drugs or alcohol. A reasonable person would also presume that another person who exhibits slurred speech or difficulty walking, performing simple tasks (like opening a door), or remaining alert after consuming alcohol is likewise incapacitated and unable to Consent to sexual activity.
- (m) **Intimidation** – verbal threats or acts intended to incite fear of harm.
- (n) **Non-Consensual** – without explicit Consent.
- (o) **Prohibited Conduct**– Dating Violence, Domestic Violence, Sexual Assault, Sexual Exploitation, Sexual Harassment, Sexual Misconduct, and Stalking that occurs outside the scope of a BCM education program or activity and/or in a foreign locale.
- (p) **Proceeding** – all activities related to a non-criminal resolution of an allegation of Prohibited Conduct, including but not limited to fact-finding investigations and meetings. Proceeding does not include communications and meetings between BCM administrators only, or between BCM Administrators and Complainants concerning administrative actions or remedies made available prior to adjudication of a report or complaint.
- (q) **Reporter** – a person who provides information to BCM regarding an incident of Prohibited Conduct. A Reporter need not be a Complainant.
- (r) **Respondent** – a BCM Community Member who is reported to have engaged in Prohibited Conduct.
- (s) **Retaliation** – any adverse action threatened or taken against a person, including a Complainant and Reporter, *because* the individual has filed, supported, or provided information in connection with a reported violation of this Policy or engaged in other legally protected activities. Examples of retaliation include but are not limited to intimidation, threats, and harassment.
- (t) **Sexual Assault** (Non-Consensual sexual intercourse or attempted sexual intercourse) – any sexual intercourse or attempted sexual intercourse of a person upon another person however slight, with or without an object, that is without Consent and/or by Force. Examples of Sexual Assault include, but are not limited to, statutory rape; incest; oral copulation (mouth to genital contact or genital to mouth contact); vaginal or anal penetration by a penis, object, tongue or finger, no matter how light the penetration or contact. Sexual Assault is considered a crime for the purposes of Clery Act reporting.
- (u) **Sexual Exploitation** – Non-Consensual sexual advances of another that do not otherwise constitute one of the other types of Prohibited Conduct defined in this policy. Examples of sexual exploitation include: going beyond boundaries of sexual Consent; prostitution of a person; Non-Consensual photography, video or audio recording of sexual activity; Non-Consensual photography or video of a nude or partially-nude person; Non-Consensual sharing or distribution of a photograph, video or audio recording of sexual activity; voyeurism; knowingly transmitting a sexually transmitted infection (STI) or HIV to another person; exposing one’s genitals in Non-Consensual circumstances; exposing another’s genitals in Non-Consensual circumstances.
- (v) **Sexual Harassment** - unwelcomed verbal or physical conduct of a sexual nature that:
 - Is so severe, pervasive, or persistent that it interferes with, denies, or limits a person’s ability to participate in or benefit from the College’s educational programs or activities; or

Unreasonably interferes with a person's work performance; creates an intimidating, hostile, or offensive work environment; or is based on power differentials, quid pro quo, or retaliation.

Examples of sexual harassment include, but are not limited to, attempted coercion of an unwilling person into a sexual relationship or experience; repeated subjection to egregious, unwelcomed sexual attention; punishment in response to a refusal to comply with a sexual request; or conditional benefits that require submission to sexual advances or requests.

- (w) **Sexual Misconduct** (Non-consensual sexual contact or attempted sexual contact) – intentional sexual touching of a person, with or without an object, that is without Consent and/or by Force. Examples of Sexual Misconduct include, but are not limited to: Fondling; attempted touching of another with one's own breasts, buttocks, groin, anus, or genitals or making another touch themselves, the Respondent, or another person with or on any of these body parts; any intentional bodily contact in a sexual manner, though not involving contact with any previously mentioned body part.
- (x) **Stalking** - a Course of Conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others (e.g., family member, household member), or suffer Substantial Emotional Distress. Stalking may occur through virtual (e.g., social networks, online forums), electronic (e.g., personal computer, phone, PDA) or physical means. Examples of stalking include: repeatedly following a person; persistent observation of a person in an intimidating manner; acts that threaten or intimidate a person or members of that person's family or household through fear of bodily injury or death of self; or vandalism directed against that person's property. Stalking is considered a crime for the purposes of Clery Act reporting.
- (y) **Substantial Emotional Distress** – significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.
- (z) **Support Person**- an individual chosen by a Complainant or Respondent, at the Complainant's or Respondent's own expense, to provide support during any meetings related to the investigation and/or adjudication of a reported violation of this Policy. Support Persons will not be directly involved in the investigative process. Complainants and Respondents are expected to speak on their own behalf when providing factual information during the investigative process, and Support Persons are present only to provide assistance or advice to the individual they are supporting. The Support Person may but need not be a licensed attorney and may also speak on behalf of a Complainant or Respondent at any Proceeding to advocate for a Complainant or Respondent. BCM will not unreasonably delay the investigation and/or adjudication of a reported violation of this Policy due to the unavailability of a selected Support Person. A Support Person who fails to adhere to this Policy or otherwise unreasonably disrupts Proceedings taking place pursuant to this Policy may be instructed to leave the Proceeding by BCM.

IV. Policy

- A. **BCM is subject to Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., and its implementing regulations, 38 C.F.R. Part 106.** Title IX prohibits discrimination based on sex in all programs or activities that receive Federal financial assistance. In accordance with Title IX BCM is committed to providing a safe and supportive environment for all BCM Community Members, who have the right to be free from all forms of sex-based discrimination, and will investigate and adjudicate any allegations that meet the definition of Title IX Misconduct in accordance with the [Title Misconduct and Grievance Policy \(02.2.20\)](#). If the alleged conduct would be prohibited by this Policy as well as the Title Misconduct and Grievance Policy (02.2.20), then the Title Misconduct and Grievance Policy shall supersede this Policy.
- B. **Interaction Between this Policy and BCM's Policy Regarding Harassment, Discrimination, and Retaliation (02.2.25).** BCM's [Policy Regarding Harassment, Discrimination, and Retaliation \(02.2.25\)](#) addresses sexual discrimination that does not constitute Prohibited Conduct as defined in [Section IV.C](#) of this Policy, and other forms of harassment and discrimination that are prohibited by the College but are not violations of this Policy. If the alleged misconduct would be prohibited by the Policy Regarding Harassment, Discrimination, and Retaliation (02.2.25) and this Policy, this Policy controls.
- C. **Prohibited Conduct.**
 - 1. **Defined.** Consistent with BCM's Code of Conduct, BCM Community Members are expected to conduct themselves in a lawful manner that does not infringe on the rights of others. Prohibited Conduct under this Policy includes:
 - a. Dating Violence,
 - b. Domestic Violence,
 - c. Sexual Assault,
 - d. Sexual Exploitation,
 - e. Sexual Harassment,
 - f. Sexual Misconduct, and
 - g. Stalking.
 - 2. **Evidence Preservation.** BCM encourages Complainants and Reporters to preserve Evidence supporting a claim of Prohibited Conduct. Any persons that may have experienced Prohibited Conduct should go to the hospital for treatment and assistance with the preservation of Evidence as soon as practicable after the incident.
 - 3. **Rights: Reporting to and Resolution by the College.** Complainants have the right to report incidents of Prohibited Conduct to BCM and to receive prompt and equitable resolution of the report. BCM encourages Complainants and Reporters to report incidents or assertions of Prohibited Conduct to BCM using the methods described in [Section IV.F](#) of this Policy.

4. Alleged Crimes. An incident of Prohibited Conduct may constitute a crime as established by applicable state and federal criminal laws. Complainants have the right to choose whether to report an alleged crime to law enforcement, to be assisted by the College in reporting an alleged crime to law enforcement, or to decline reporting to law enforcement.

D. Privacy Protection for Reporters, Complainants, and Respondents.

1. Legitimate Educational Interest. BCM strives to comply with the Family Educational Rights and Privacy Act (FERPA) and will safeguard the privacy of any student who makes a report (e.g., Complainant, Reporter), as well as any student named in a report of Prohibited Conduct (e.g., Respondent), to the extent possible. To protect the privacy of all BCM Community Members who may be Reporters, Complainants, and Respondents, College administrators will take reasonable steps to prevent unauthorized access to verbal and written reports and other documentation of alleged Prohibited Conduct, including interview notes collected during the investigation process. College administrators will share information only on a “need to know” basis, and as required to investigate, adjudicate, and/or implement sanctions arising out of a report.
2. Disclosure to Respondents. In accordance with U.S. Department of Education guidance issued in September 2017 (see [Section X.C](#), below), each notice of investigation provided by BCM must include the names of the Complainant and Respondent (see [Section VI.A.2\(2.3\)](#), below), which may prevent BCM from honoring a Complainant’s request to remain anonymous during investigation and adjudication of the alleged incident.
3. Public Awareness Events. An incident or assertion of Prohibited Conduct disclosed at a Sexual Harassment, Sexual Assault, Dating Violence, or Stalking public awareness event that is sponsored by BCM or a BCM-affiliated student organization may be kept confidential, and does not create a duty to report the alleged Conduct to the Title IX Coordinator. Event attendee privacy should be respected.
4. Privacy Violations.
 - a. *College Administrators* – Disclosures by College Administrators of the name of a Complainant or Respondent to another person that does not have a legitimate institutional interest in that information will result in corrective or disciplinary action. After a finding that an allegation is unsubstantiated or without merit, College administrators are prohibited from disclosing the name of the Respondent to persons outside the investigation or adjudication process.
 - b. *Complainants, Respondents, Reporters, and Support Persons* – BCM expects Complainants, Respondents, Reporters, Support Persons, and witnesses to respect the privacy of others who are named in an allegation of Prohibited Conduct and refrain from disclosing their names to others uninvolved in resolution of the allegation. Disclosures by these persons of the name of a Complainant or Respondent to another person that does not have a legitimate interest in that information may be a lapse in professionalism that could result in corrective or disciplinary action. This subsection cannot be construed to prohibit Complainants, Reporters, or Respondents from having private conversations with Support Persons, pursuing counseling, attending public awareness events, or reporting alleged Prohibited Conduct.

E. Reporting Prohibited Conduct to the College.

1. Voluntary Reporting is an option for two categories of reporters.
 - a. Any BCM Community Member who believes, in good faith, they have experienced Prohibited Conduct is encouraged but not required to report the Prohibited Conduct to the Title IX Coordinator or Security Office. All allegations of Prohibited Conduct committed against BCM Community Members will be investigated to the extent possible and adjudicated in accordance with this Policy, including alleged Prohibited Conduct committed by third parties unaffiliated with BCM.
 - b. Students and trainees with knowledge of an incident or assertion of Prohibited Conduct are strongly encouraged to make a good faith report of such conduct immediately using reporting options described below (see [Section IV.F](#)).
2. Mandatory Reporting: Faculty and Staff have a duty to report to the Title IX Coordinator.
 - a. *Responsible Employees*.
 - 1) All faculty and staff (including resident and fellow physicians and postdoctoral associates) with knowledge of an incident or assertion of Prohibited Conduct committed by or against another employee or enrolled student must promptly report such conduct to the Title IX Coordinator using traditional or anonymous reporting (see [Section IV.F.1-2](#)). Reports must include all information concerning the alleged Prohibited Conduct that is known to the responsible employee and relevant to the investigation, including whether the alleged Complainant has expressed a desire for confidentiality in reporting the incident.
 - 2) The duty to report is triggered when a faculty or staff member either witnesses an incident of perceived Prohibited Conduct or is informed about an incident of Prohibited Conduct except when the report is made in a patient encounter or provision of medical or mental health services (see [Section IV.E.2.b](#)).
 - For example, during a career-mentoring session, a faculty member receives a verbal report of Prohibited Conduct from a trainee who does not want to report the incident to the BCM Security Office or to any other College office—the faculty member must nevertheless report it to the Title IX Coordinator.

- b. *Health Privacy Concerns.* Relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) require healthcare providers who receive a report of Prohibited Conduct during the provision of clinical services to a BCM Community Member to maintain confidentiality. Thus faculty and staff providing medical and mental health services are not obligated under this policy to report Prohibited Conduct discovered during the provision of those services to the Title IX Coordinator, but may have a duty to make a report to the College or state licensing authorities established by another BCM policy or other applicable laws, regulations, or standards (see Sections [IV.E.2](#) and [F](#)).
- c. *Responsible Employee Noncompliance.*
 - 1) In accordance with Tex. Educ. Code § 51.255, a responsible employee that has a duty to report and knowingly fails to report a perceived incident of Prohibited Conduct commits an offense that may expose the employee to misdemeanor criminal liability under Texas law if charged.
 - 2) In accordance with Tex. Educ. Code § 51.255(c) and BCM policies regarding employee discipline and grievances (see [Section IX](#)), BCM must terminate the employment of an employee that has a duty to report and knowingly fails to report a perceived incident of Prohibited Conduct.
3. Security Office Reporting. BCM security personnel are available to help Reporters and Complainants evaluate their options and contact the appropriate law enforcement agency. Such personnel also may take reasonable steps to create a safe environment while investigation is pending, such as no-contact orders and changes to work or academic environments, where appropriate (for example, increased security patrol around a Complainant’s worksite after an allegation of Stalking). Also, if Prohibited Conduct occurs on campus, Reporters and Complainants may contact the BCM Security Office directly for help 24 hours a day, seven days a week. Administrators in the Security Office are required to report incidents and allegations of Prohibited Conduct to the Title IX Coordinator.
 - a. Anyone experiencing an on-campus emergency may call extension 8811 (713-798-8811)
 - b. For non-emergency assistance, please call [BCM Security Office at extension 8-3000](#) (713-798-3000).

F. **Options for Reporting Prohibited Conduct to the College.** Regardless of whether reporting is voluntary or compulsory, BCM strongly encourages prompt reporting of Prohibited Conduct and offers three reporting options: traditional, confidential, and anonymous.

1. Traditional Reporting to the College: Filing a Complaint. Individuals who have experienced Prohibited Conduct may report a complaint to the BCM Title IX Coordinator(s), or the Security Office (see [Section IV.E](#), above). Complaints may be reported to the College even if police conclude there is insufficient evidence for criminal charges, or the Complainant does not want to participate further in the College’s investigation process. Online complaints may be filed through the [Integrity Hotline](#), and complaints may otherwise be filed in-person, through interoffice mail, U.S. Mail, or email to:

Title IX Coordinator	Toni M. Gray Director of Title IX & Disability Services	title-ix@bcm.edu Mail Stop: BCM 411 (713) 798-8137
Deputy Title IX Coordinator	Marsha Brewington Office of Institutional Diversity, Inclusion, and Equity	Marsha.Brewington@bcm.edu Mail Stop: BCM 411 (713) 798-2527

2. Anonymous Reporting to the College. Individuals who do not have a duty to report under this Policy and who wish to remain anonymous may report by telephone or in writing via the Integrity Hotline phone or web portals. All reports and complaints of Prohibited Conduct are forwarded to the Title IX Coordinators for processing. BCM takes seriously and investigates all reports received; however, the continuing anonymity of the Reporter may hinder the results of the investigation and the College’s ability to stop the behavior, remedy its effects, and prevent recurrence.
 - Integrity Hotline: 855-764-7292 or <https://secure.ethicspoint.com> (Enter “Baylor College of Medicine” as the Organization Name)
3. Confidential Discussions within the College. Confidential reporting means that the information provided will not be shared with anyone else, including the Title IX Coordinator(s), without the Consent of the Complainant. Confidential reporting does not constitute legal notice to BCM that this policy may have been violated, and as a result, the College will not investigate or take any action in response to confidential reports. BCM offers the following confidential services:
 - *For confidential discussion and healthcare services, consult:*
 - o Student and House Staff Mental Health Service: 713-798-4881 or student-help@bcm.edu;
 - o Wellconnect (students only): 866-640-4777 or <http://www.wellconnectbysrs.com>;
 - o Employee Assistance Program (resources are for faculty/staff only): 713-500-3008 or 866-893-3776.
 - *For confidential discussion only, consult the Office of the Ombudsman.*
 - o The BCM Ombudsman is a resource who provides confidential discussion of any BCM-related concern. BCM Community Members may consult the Office of the Ombudsman *before* proceeding with a formal report of Prohibited Conduct, and the Ombudsman is permitted to serve as a resource to individuals who perceive

systemic issues or other concerns impacting the working or learning environment. The Office of the Ombudsman has no authority to receive notice of any legal claims, crimes, or alleged misconduct, institute corrective measures, conduct informal resolution processes (such as mediation), or generate or preserve any records on behalf of BCM pursuant to this Policy. Sharing of information regarding alleged Prohibited Conduct with the BCM Ombudsman does not constitute notice to the College and will not result in action by the College, and the BCM Ombudsman is prohibited from participating in the formal and informal adjudication, appeal, or grievance procedures established pursuant to this Policy and the Title IX Misconduct and Grievances Policy (02.2.20). Please consult the [Office of the Ombudsman: Structure, Function, and Resources Policy \(32.1.01\)](#) for more information.

- o Phone: (713) 798-5039
- o Email: ombudsoffice@bcm.edu;
- Website: <https://www.bcm.edu/ombuds>;

4. Options for Reporting outside the College. Questions concerning the application of Title IX and its implementing regulations to BCM may be referred to state or federal agencies, such as the Office of Civil Rights, as provided in [Section VIII.B.2-3](#) (below).

G. **Reporting Prohibited Conduct to State Licensing Authorities.** [Section IV.E](#) (above) is not intended to address reporting to state licensing authorities and does not limit or mitigate the obligation of licensed healthcare providers to make a report to the appropriate licensing board as required by relevant state law(s), specialty-specific rules of professional conduct, or other BCM policies (e.g., the Texas Medical Board mandates reporting of Prohibited Conduct by physicians). If any BCM Community Member is suspected of or found to have violated this policy, and such suspicion or violation triggers mandatory reporting to a state licensing authority pursuant to applicable laws, regulation, standards, or other BCM policies, then a licensed individual with knowledge may report the same as required by the applicable authority.

H. **Retaliation.** BCM will not tolerate Retaliation in response to or in connection with any report of Prohibited Conduct and may impose interim or permanent sanctions against individuals who retaliate in violation of this Policy. Any party who believes that they have experienced Retaliation should report the incident immediately to either or both BCM Title IX Coordinators identified in this Policy. Upon notice of alleged Retaliation, the College will take necessary steps to provide a safe learning and working environment, in accordance with the BCM [Code of Conduct \(31.1.01\)](#) and [Integrity Hotline Policy \(31.2.02\)](#).

I. **Interim Administrative Action & Remedial Measures.** BCM reserves the right to undertake any administrative action it deems necessary to ensure the safety of BCM Community Members in response to a report or complaint of Prohibited Conduct, including interim measures to ensure safety of all parties after a report has been made and while an investigation or adjudication process may be pending. Measures may include, but are not limited to:

1. Administrative Actions, such as:
 - a. Administrative leave, temporary removal from the BCM community, or temporary removal from College duties pending the conclusion of an investigation and adjudication of the report;
 - b. Issuance of a timely community notification by the BCM Security Office;
 - c. Issuance of a No Contact Order.
2. Remedies, such as:
 - a. Relocation of work, academic, or extracurricular activities;
 - b. Arranging for a Complainant or Respondent to have the ability to make-up lost work or academic progress without penalty;
 - c. Arranging for a Complainant or Respondent to withdraw from a course without penalty;
 - d. Providing access to counseling, medical and/or academic support services;
 - e. Conducting educational programs or trainings for BCM community members.

J. **Academic Administration Requirements.**

1. Student Withdrawal or Graduation during Investigation or Adjudication.
 - a. If a student withdraws or graduates from BCM pending a disciplinary charge alleging that the student violated BCM's Code of Conduct (such as by engaging in Prohibited Conduct), BCM may not end the adjudication process or issue a transcript to the student until a final determination of responsibility is made. In such cases, BCM will attempt to expedite the process to accommodate the Complainant and Respondent. For the purposes of this policy, a disciplinary charge is considered "pending" after the transmission of written notice of investigation to the involved parties (see [VI.A.2\(2.3\)](#), below).
 - b. The final determination of responsibility may include a decision that the student is ineligible to reenroll in the institution for a reason other than an academic or financial reason. If, as a result of the adjudication process, the student is ineligible to reenroll due to Prohibited Conduct, this determination shall be documented in the student's academic record as provided in [Section IV.J.3](#) (below).
2. Requests for Student Disciplinary Records. In compliance with Texas law, on request of another postsecondary educational institution BCM will provide information relating to a determination that a student enrolled at BCM violated

the BCM Code of Conduct by engaging in Prohibited Conduct. This information may be redacted as necessary to comply with applicable state or federal confidentiality laws (e.g., HIPAA, FERPA) and the Student Records Policy (23.1.06).

3. Transcript Notation.
 - a. *Inclusion.* If a student is ineligible to reenroll in the institution for a reason other than an academic or financial reason, Texas law requires BCM to include a notation on the transcript that the student is ineligible to reenroll in BCM schools and programs for a reason other than an academic or financial reason (see Tex. Educ. Code §51.9634(c)).
 - b. *Removal.* BCM may remove this transcript notation at the student's request, provided that the student becomes eligible to reenroll or BCM determines good cause exists to remove the notation.
4. False Reports of Prohibited Conduct. Any faculty, staff, resident or fellow physician, postdoctoral trainee, or enrolled student who, with the intent to harm or deceive, knowingly makes a report that is false, commits an offense that may expose the person to misdemeanor criminal liability under Texas law if charged (refer to Tex. Educ. Code § 51.255). Bad faith reporting of a false allegation is a lapse in professionalism that will result in serious disciplinary action, up to and including termination of employment and dismissal from the learner's school and program. Persons acting in good faith that report alleged Prohibited Conduct, provide testimony or statements, or otherwise participate in the investigation, adjudication, or proceeding arising from such report will not be subject to disciplinary action or Retaliation at BCM.

V. Responsibilities

A. Title IX Coordinator.

1. Education, Training, and Compliance Oversight. The Title IX Coordinator is the designated administrator who monitors compliance with this Policy, including but not limited to training, education, prevention efforts, communication with stakeholders, and oversight of investigation and adjudication procedures for all reported policy violations. With respect to the training of designated Title IX investigators, the Coordinator will facilitate assignment of mandatory education and training, whether in the form of online modules or other training, to include trauma-informed investigation.
2. Sex Discrimination. The Title IX Coordinator is also the official designated by BCM to coordinate the College's efforts to comply with its obligations regarding sex-based discrimination. Students, postdoctoral trainees, residents, fellows, faculty, and staff who may be experiencing sex or gender discrimination, harassment, or retaliation should consult BCM's Policy Regarding Harassment, Discrimination, and Retaliation (02.2.25) for further information and remedies. Any questions about BCM's compliance with these rules and policies should be directed to the Title IX Coordinator.
3. Reports to BCM CEO.
 - a. Title IX Coordinator will submit to the BCM CEO or designee a written summary of reports of Prohibited Conduct received from responsible employees pursuant to the mandatory reporting requirement (see [Section IV.E.2](#)). This summary report must be submitted at least once per quarter, and include information regarding investigations, disposition of disciplinary procedures arising from those reports (if any), and the reports for which the institution did not initiate a disciplinary process (if any).
 - b. If the Coordinator has cause to believe that the safety of any person is in imminent danger as a result of an incident of Prohibited Conduct, the Coordinator will immediately report the incident to the BCM CEO or designee.
4. Statistical Reports to BCM Community. At least once during each fall or spring semester the Title IX Coordinator will prepare the following statistical information and submit to the BCM CEO:
 - a. The number of reports of Prohibited Conduct received from responsible employees;
 - b. The number of investigations conducted as a result of those reports;
 - c. The disposition, if any, of disciplinary processes arising from those reports;
 - d. The number of reports for which BCM determined not to initiate the disciplinary process, if any; and
 - e. Any disciplinary actions taken under [Tex. Educ. Code § 51.255](#).

B. Title IX Deputy Coordinator & BCM Security Office.

1. The Title IX Coordinator and Deputy Coordinator are responsible for receiving and investigating complaints of Prohibited Conduct.
2. The Title IX Coordinator will have continued communication with the Deputy Coordinator, officials in the Security Office, and the Office of the General Counsel on investigations, remedies, education and reporting. Statistical and programmatic information will be provided to the BCM Security Office for annual Clery Reporting and inclusion in the Annual Security Report (ASR).
3. The Clery Act requires colleges and universities that receive federal funding to disseminate a public ASR to employees and learners every October 1st. This ASR must include statistics of campus crime for the preceding three calendar years, plus details about efforts taken to improve campus safety (see [Section VIII.A.3](#)).
4. Coordinators will work together to ensure community member compliance during investigations, create adequate remedies, and facilitate education and reporting across the College. Specific responsibilities of the Deputy Coordinator include, but are not limited to, overseeing compliance efforts of a specific school/area/population, providing ongoing training, consultation, and communication to that population, implementing associated procedures, and other duties as requested by the Title IX Coordinator.

C. **BCM CEO.**

1. At least once during each fall or spring semester, BCM's CEO or designee is responsible for ensuring internet publishing of a statistical report (see [Section V.A.4](#), above) intended for the BCM community and submission of the report to the BCM Board of Trustees.
2. As provided in Tex. Educ. Code § 51.258(a), on an annual basis BCM's CEO will certify in writing to the Texas Coordinating Board that BCM is in substantial compliance with this law. The Coordinating Board is authorized to mete out administrative penalties of up to \$2 million if it determines an institution is not in substantial compliance.

VI. Procedures for Implementation and Review

A. **Investigation & Adjudication Procedures.** All reports of Prohibited Conduct are investigated and resolved according to the procedures outlined below. Once an investigation has concluded, BCM may take administrative action, including issuance of sanctions or remedies. If a Complainant or Respondent is dissatisfied with the outcome of an investigation, he or she may proceed with adjudication and petition for appeal.

1. **Standard of Proof.** All investigations and adjudications conducted pursuant to this Policy will apply the "preponderance of the evidence" standard (i.e., a claim is more likely than not to be true), which requires that the Evidence supporting a finding of responsibility be more convincing than the information in opposition to it. Individuals are presumed not to have engaged in a violation of this Policy unless or until this standard is met.
2. **Procedures.**
 - 2.1 After receiving a report of alleged Prohibited Conduct, the Title IX Coordinator will conduct an initial evaluation of the allegation to assess the need for interim administrative action and/or interim remedial measures.
 - 2.2 The Title IX Coordinator will conduct a preliminary inquiry of the report to determine if, based on the information provided, there is reasonable cause to indicate that further investigation is warranted.
 - a. If the Title IX Coordinator determines there is no reasonable cause for further investigation, then they may impose or provide interim or permanent administrative measures or remedies, or take no further action, as is warranted under the circumstances.
 - b. If the Title IX Coordinator determines there is reasonable cause for further investigation, the Title IX Coordinator will assign a trained Title IX Investigator to investigate the allegation. The Title IX Investigator is a neutral factfinder, and does not advocate for the College, Complainant or Respondent.
 - 2.3 Complainant and Respondent will receive simultaneous written notice of the initiation of an investigation, which includes the identities of the parties involved, a description of the alleged Prohibited Conduct, date and location of the alleged incident(s), the Policy provisions alleged to have been violated, and information about applicable rights and available resources.
 - 2.4 Complainant and Respondent have the ability to have a Support Person present throughout the process and during any meetings related to the investigation and/or adjudication of a report of Prohibited Conduct.
 - 2.5 Generally, BCM will strive to complete investigations within thirty (30) days of a report or complaint of Prohibited Conduct to the College. During investigation, both Complainant and Respondent have the opportunity to identify witnesses and submit evidence relevant to the alleged incident. BCM will use its best efforts to investigate all reports of Prohibited Conduct, but unavailability of witnesses or any refusal by the Complainant, Respondent, or Reporter to provide relevant information may impede or undermine BCM's ability to produce a complete and thorough investigation. To the extent possible, investigation will include interviews with individuals, including the Complainant, Respondent, and witnesses, and confirmation or examination of relevant evidence. Delays to the investigation will be communicated in writing to both Complainant and Respondent.
 - 2.6 Once the investigation is complete, the Investigator will prepare a written report of the investigation. The investigation report will include a statement of the allegation(s), the persons involved, a summary of the Evidence reviewed, factual findings with respect to each allegation of Prohibited Conduct, and a determination by the Investigator(s) as to whether the Policy has been violated. Both Complainant and Respondent receive reasonable and equitable access to all Evidence relevant to the alleged incident that is within BCM's possession, although Evidence may be redacted as necessary to comply with applicable state or federal confidentiality laws (e.g., HIPAA, FERPA). Relevant Evidence may include statements made by the parties or other witnesses, written or electronic communications pertaining to the incident, social media posts, physical or other Evidence.
 - 2.7 The Title IX Coordinator will review and then accept or reject the investigation report. Rejected investigation reports may result in the initial report reentering the Investigation process, as outlined in this Policy, although the Title IX Coordinator will assign an alternate trained Investigator to complete the second investigation. Accepted investigation reports are used in adjudication, which may lead to appropriate sanctions or remedies, if warranted. The Complainant and Respondent are entitled to view and respond to the accepted investigation report prior to adjudication of responsibility.
 - 2.8 The Title IX Coordinator will provide simultaneous written notice of adjudication to Complainant and Respondent, including a summary of the Investigator's findings, rationale for Coordinator determination(s), any

sanctions and remedies imposed by the Coordinator, and a clear deadline for requesting an appeal (e.g., date, time).

- 2.9 Complainant and Respondent each have three (3) days from the date of receipt of the notice of adjudication to decide whether to accept its stated findings, sanctions, and remedies, or to request an appeal. However, the Title IX Coordinator has discretion to modify the response period on a case-by-case basis, taking into account all relevant facts. Complainant and Respondent must state their position, in writing, to the Title IX Coordinator.
 - a. If Complainant and Respondent both choose to accept, then the findings and imposed sanctions and/or remedies will be implemented immediately.
 - b. If either Complainant or Respondent chooses not to accept, then the dissenting party may request an appeal according to the procedures described in this Policy.
 - c. All requests for appeal must be submitted directly to the Title IX Coordinator prior to the deadline stated in the notice of adjudication, or the appeal will be denied.

3. Participation of Support Persons. In the event that a Complainant or Respondent elects to have a Support Person present during a Proceeding, the Title IX Coordinator or designee must notify the Office of the General Counsel (OGC) and provide the opportunity for an OGC representative to attend the Proceeding. If the Support Person is not a licensed attorney, the OGC representative's participation is limited to observation.
4. Decorum in Proceedings. Anyone participating in any Proceeding arising out of an alleged violation of this policy is expected to exhibit civility and decorum commensurate with the serious subject matter, and the Title IX Coordinator has the authority and discretion to remove any participant who fails to adhere to this standard of conduct.

B. Appeal of Adjudications.

1. There is one centralized appeal procedure for all stakeholders contesting a notice of adjudication. All sanctions or remedies imposed due to violations of this Policy (i.e., findings of responsibility for engaging in Prohibited Conduct) may be appealed using this procedure, which supersedes procedures for appeal described in other BCM policies with respect to grievances and adverse actions arising out of Prohibited Conduct. Appeal procedures described in the following policies may not be used to contest remedies, sanctions, or findings of responsibility imposed by the Title IX Coordinator or designee: [02.5.25 - Faculty Grievance Procedures](#), [02.5.26 - Staff Grievance Procedure](#), [27.4.12 – GME Mistreatment and Grievances Policy](#), [23.1.08 – Student Appeals and Grievances Policy](#), and [27.6.2 – \[GME\] Appeal of Adverse Actions Policy](#).
2. Scope of Appeal. Appeals are intended to afford Complainant and Respondent the opportunity to ensure that procedures described in this Policy are performed consistently and documented correctly. Appeals are not intended for use as a substitute adjudication process, and therefore Complainant and Respondent may not pursue appeals based on mere disagreement with adjudication findings or sanctions. Valid grounds for appeal are described below.
3. Requests for Appeal. Complainant and/or Respondent may request an appeal in writing to the Title IX Coordinator within three (3) days of the date they receive written notice of adjudication. Requests can be submitted online or via email, interoffice mail, or postal service. **A request for appeal must be based on at least one of the following grounds, or the request for appeal will be denied:**
 - a. **A substantial deviation from the procedures outlined in this Policy** which substantially affected the outcome of the case;
 - b. **Discovery of new evidence, unknown or unavailable during the investigation**, which could substantially impact the finding and/or sanctions. "Substantially impact" means a shift in the weight of the evidence sufficient to result in a different or wholly opposite outcome, i.e., the evidence strongly indicates alternate findings and/or sanctions. A summary of this new evidence and its potential impact must be included;
 - c. The **sanctions imposed are disproportionate given both the severity of the Prohibited Conduct proven and a consideration of previous Respondent conduct** (e.g., documented in personnel file or academic record).
4. Appeal Procedure. Except where newly discovered evidence is the basis for the appeal, appeals are limited to a review of the Evidence and written documentation created and acquired during the investigation and adjudication (e.g., investigation report, notice of adjudication) and documentation supporting the grounds for appeal. Appeals are not a full re-investigation of the allegation (i.e., *de novo*).
 - 4.1 The party requesting appeal must show that at least one of the grounds for appeal has been met in order for the Title IX Coordinator to approve the request.
 - a. If the Title IX Coordinator determines none of the grounds for appeal have been plausibly asserted, then the request will be denied and the original finding and/or sanctions will take effect immediately.
 - b. If the Title IX Coordinator determines at least one of the grounds for appeal has been plausibly asserted, then the request will be approved and follow the procedures described in this Policy.
 - c. If the Title IX Coordinator determines that there are valid grounds for appeal based on new evidence that was unknown or unavailable during the original investigation, then the request will be approved and will follow the procedures described in this Policy. It is within the Coordinator's discretion to

reconsider previous findings in light of the new evidence, or direct an Investigator to gather additional information and produce an addendum to the original report prior to reconsideration.

- 4.2 If the requested appeal meets the standards set forth in the previous section, the non-appealing party will receive written notice that a request for appeal has been approved. The notice must include the grounds for appeal, a copy of the request, and a clear deadline for submitting a written response. The non-appealing party will have three (3) days from the date of notice to submit a written response to the Title IX Coordinator.
- 4.3 A three-member appeal panel made up of trained representatives from The Office of Human Resources, the Office of the Provost, and the Faculty Senate will have seven (7) days to render a decision after receiving appeal documents which may include, but are not limited to, the initial report of Prohibited Conduct, investigation report, approved request for appeal, and non-appealing party's response. If the appeal is based on new evidence, the Title IX Coordinator must submit a written statement to the panel based on reconsideration of new evidence and/or additional investigation, as well as a copy of any addendum(s) made to the Investigator's original written report.
- 4.4 The appeal panel has the ability to:
 - a. Affirm the findings, sanctions, and/or remedies imposed during adjudication;
 - b. Modify the sanctions and/or remedies imposed during adjudication;
 - c. Remand the case to the Title IX Coordinator with corrective instructions to address the procedural deviations, which could include a new investigation;
 - d. In the event of new evidence, accept and affirm findings, sanctions and/or remedies;
 - e. In the event of new evidence, modify finding(s) based on the standard of proof and remand to the Title IX Coordinator for new sanctions.

5. Notice of Appeal Decision. Complainants and Respondents will receive simultaneous written notice of the decisions of the appeal panel which will take effect immediately. The decision of the appeal panel is final and is not subject to any further review.

C. **Sanctions for Violations of this Policy.**

1. Respondents found to have engaged in Sexual Assault will be removed from the BCM community, i.e., employees will be terminated and students and trainees will be dismissed.
2. Respondents who are found to have engaged in other Prohibited Conduct may face one or more of the following sanctions, depending on the severity of the reported incident and consideration of any previous policy violations:
 - Mandatory educational programs (e.g., sexual harassment education seminar);
 - Mandatory training programs (e.g., sensitivity training);
 - Issuance of a No Contact Order;
 - School and/or program-specific disciplinary action, such as:
 - o Formal Warnings, and
 - o Adverse Actions, e.g., probation, suspension, non-reappointment, failure to promote, dismissal;
 - Administrative leave of absence;
 - Restriction(s) on or removal from a work, academic, or extracurricular activity, duty, or environment;
 - Employment-specific disciplinary action, such as:
 - o Verbal or written warning,
 - o Probation, and
 - o Termination of employment.

- D. **Policy Review and Update.** This Policy shall be reviewed and revised as necessary, but at least every 2 years.

VII. Stakeholder Compliance

BCM Community Members who violate this Policy by engaging in Prohibited Conduct or acts of retaliation will face disciplinary action, which may include the loss of privileges associated with enrollment, training, or employment, or removal of College duties or honors.

VIII. Tools

A. **Resources.**

1. Complainants & Witnesses:
 - Read more about Title IX, Gender Discrimination, and other College resources here:
<https://www.bcm.edu/education/academic-faculty-affairs/academic-policies/title-ix-and-gender-discrimination>
 - if you believe you have suffered a violation of this Policy, or know someone who has, you may report it here:
https://secure.ethicspoint.com/domain/en/default_reporter.asp
2. Employees:

- [Resources for Responsible Employees.](#)
- 3. Security Office: [Annual Security Report.](#)

B. Options for Reporting Prohibited Conduct to Outside Entities. Reporting of Prohibited Conduct to outside entities is completely voluntary for anyone who has suffered a violation of this Policy, regardless of whether the individual is a student, postdoctoral trainee, resident/fellow, faculty member, staff member, trustee, or invitee. A Reporter may choose to notify authorities including law enforcement, state agencies, and federal agencies.

1. Law Enforcement Reporting.

- BCM strongly encourages anyone who believes they have knowledge of a crime to make a report to law enforcement. If notified, law enforcement officials may assist persons in obtaining orders of protection, restraining orders or other court orders.
- In the case of an emergency, call the police at 911.

2. State Agency Reporting.

- *Texas Medical Board* (TMB) – Complaints about physicians, as well as other licensees and registrants of the TMB, including physician assistants, acupuncturists, and surgical assistants may be reported for investigation at the following address:
Texas Medical Board Attention: Investigations 333 Guadalupe, Tower 3, Suite 610 P.O. Box 2018, MC-263 Austin, Texas 78768-2018.
Assistance in filing a complaint is available by calling the following telephone number: 1-800-201-9353.
For more information, please visit: www.tmb.state.tx.us.
- *Texas Board of Nursing* (TBON) – Complaints about licensees and registrants of the TBON, including registered nurses and advanced practice registered nurses, may be reported for investigation in writing.
Reporters may write on plain paper or use an appropriate [complaint form](#), and submit via email (complaints@bon.texas.gov) or U.S. mail at the following address: Texas Board of Nursing, Enforcement, Suite 3-460, 333 Guadalupe St, Austin, Texas 78701.
Assistance in filing a complaint is available by calling the following telephone number: (512) 305-7431.
 - o For more information, please visit:
https://www.bon.texas.gov/discipline_and_complaints_policies_and_guidelines_filecomplaint.asp.
- *Texas Workforce Commission*: By virtue of their status as paid employees of BCM, members of the BCM community may report Prohibited Conduct at:
 - o Texas Workforce Commission, Civil Rights Division
101 East 15th St., Room 144T
Austin, TX 78701
Phone: 512-463-2642 or 888-452-4778
800-735-2989 (TDD)
http://www.twc.state.tx.us/crd/file_emp.html;

3. Federal Agency Reporting.

- Paid employees of BCM may also contact the following sources to report Prohibited Conduct:
 - o U.S. Equal Employment Opportunity Commission
207 S. Houston Street, 3rd Floor
Dallas, Texas 75202
Phone: 800-669-4000
Fax: 214-253-2720
 - o The Office for Civil Rights (OCR) is a federal agency responsible for enforcing Title IX.
Office for Civil Rights, Dallas Office
U.S. Department of Education
1999 Bryan Street, Suite 1620
Dallas, TX 75201-6810
Telephone: (214) 661-9600; Fax: (214) 661-9587
Email: OCR.Dallas@ed.gov;
 - o To file an online OCR complaint, consult: <http://www2.ed.gov/about/offices/list/ocr/docs/howto.html?src=rt>.

IX. Related Policies

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- [BCM Code of Conduct](#);
 - [02.2.20 – Title IX Misconduct and Grievance Policy](#);
 - [02.2.22 – Title IX Misconduct and Grievance Procedures](#);
 - [02.2.25 – Policy Regarding Harassment, Discrimination and Retaliation](#);

- o see also BCM's [Notice of Nondiscrimination](#);
- [02.5.26 – Staff Grievance Procedures](#);
- [02.5.25 – Faculty Grievance Procedures](#);
- [23.1.08 – Student Appeals and Grievances Policy](#);
- [27.4.12 – GME Mistreatment and Grievances Policy](#);
- [27.6.2 – \[GME\] Appeal of Adverse Actions Policy](#);
- [31.2.02 – Integrity Hotline Policy: Reporting Improper Activity or Wrongdoing](#);
- [32.1.01 – Office of the Ombudsman: Structure, Function, and Resources](#);

X. Applicable Laws, Regulations & Standards

A. Federal and State Laws:

- [42 U.S.C. § 2000e](#) (Title VII of the Civil Rights Act of 1964);
- [20 U.S.C. § 1681 et seq.](#) (Title IX of the Education Amendments of 1972);
- [34 U.S.C. §§12291 – 12512](#) (Violence Against Women Reauthorization Act of 2019);
- [20 U.S.C. § 1092](#) (Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act); See also [20 U.S.C. § 1092\(f\)](#) (Campus Sexual Violence Elimination Act);
- [20 U.S.C. § 1232g](#) (Family Educational Rights and Privacy Act);
- [Tex. Educ. Code § 51.252](#) ([Employee] Reporting Required for Certain Incidents);
- [Tex. Educ. Code § 51.255](#) (Failure to Report or False Report; Offenses);
- [Tex. Educ. Code § 51.253](#) (Administrative Reporting requirements)
- [Tex. Educ. Code § 51.258](#) (Compliance);
- [Tex. Educ. Code § 51.282](#) (Policy on Sexual Harassment, Sexual Assault, Dating Violence, and Stalking);
- [Tex. Educ. Code § 51.287](#) (Student Withdrawal or Graduation Pending Disciplinary Charges);
- [Tex. Educ. Code § 51.9364](#) (Transcript Notation);

B. Regulations:

- [34 C.F.R. Part 106](#), as amended (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance);
- [34 C.F.R. Part 668](#); see [§ 668.46](#) (Institutional Security Policies and Crime Statistics); see also [Appendix A to Subpart D of Part 668](#) (Crime Definitions in Accordance with the FBI's UCR Program).
- [34 C.F.R. § 99](#) (FERPA regulations);

C. Guidance:

- U.S. Department of Education, [Interim Guidance on Campus Sexual Misconduct \(September 2017\)](#);
- OCR, [Questions and Answers on Campus Sexual Misconduct](#);
- [Not Alone White House Task Force Report, 2014](#);
- [Summary - Campus Sexual Violence Elimination Act](#);
- [Summary - Clery Act](#);
- [U.S. Department of Education: FERPA Guidance](#);

27.1.1 - ACGME Programs

Graduate Medical Education: Graduate Medical Education

Last Updated: 02/03/2017

Original policy date:

Baylor College of Medicine (BCM) serves as the Sponsoring Institution for 91 programs accredited by the Accreditation Council for Graduate Medical Education (ACGME). Residents and fellows rotate through various affiliated hospitals, and their training is managed by both their program, and the Office of Graduate Medical Education (GME).

The Senior Dean for GME serves as the Designated Institutional Official.

Residents are defined as post-graduate trainees in an initial residency program. Trainees in a subspecialty field are defined by BCM as fellows, though both have identical benefits packages, and are governed by the same policies and procedures.

New ACGME programs, or changes to existing programs, are only able through an application process to the BCM Graduate Medical Education Committee, chaired by the Senior Dean for GME.

All GME programs and program directors are held accountable to all standards, policies, and procedures, as established by BCM, ACGME, individual Residency Review Committees (RRCs), the Texas Medical Board, and any appropriate licensing Board or College.

27.1.2 - TMB Programs

Graduate Medical Education: Graduate Medical Education

Last Updated: 02/03/2017

Original policy date:

Baylor College of Medicine (BCM or College) serves as the Sponsoring Institution for over 50 fellowships approved by the Texas Medical Board (TMB). Fellows rotate through various affiliated hospitals, and their training is managed by both their program, and the Office of Graduate Medical Education (GME).

The Senior Dean for GME serves as the Designated Institutional Official.

New TMB programs, or changes to existing programs, are only able through an application process to the BCM Graduate Medical Education Committee, chaired by the Senior Dean for GME.

All programs and program directors are held accountable to all standards, policies, and procedures, as established by the College, TMB, and any appropriate licensing Board or College. TMB-approved fellowships are held to the same requirements as ACGME-accredited programs at BCM.

27.1.3 - Commitment to GME (statement by Board)

Graduate Medical Education: Graduate Medical Education

Last Updated: 01/01/2015

Original policy date:

A written statement must document the Sponsoring Institution's commitment to provide the necessary educational, financial, and human resources to support GME. It must be reviewed, dated, and signed by representatives of the Sponsoring Institution's governing body, administration, and GME leadership within at least one year prior to the institutional site visit.

(ACGME Institutional Requirement I.B.2)

The signed BCM Statement of Commitment for Fiscal Year 15 is included.

27.1.4 - Administrative Structure

Graduate Medical Education: Graduate Medical Education

Last Updated: 02/03/2017

Original policy date:

Baylor College of Medicine (BCM) is the Sponsoring Institution (SI) for 80+ ACGME-accredited Graduate Medical Education (GME) programs. The GME programs of BCM and its affiliated hospitals are expected to provide education and training of the highest quality, consistent with the guidelines and standards set forth in the [Essentials of Accredited Residencies in Graduate Medical Education: Institutional, Program, and Common Program Requirements of the Accreditation Council for Graduate Medical Education](http://www.acgme.org). (www.acgme.org)

A house staff physician is a resident or postdoctoral clinical fellow enrolled in a BCM GME program. All physicians enrolled in a Texas Medical Board approved fellowship are classified as Fellows within the BCM system. A house staff physician in an ACGME-accredited program is classified as a Resident if s/he is within her/his Initial Residency Period (IRP), as defined by the Centers for Medicare Services (CMS), or as a Fellow if beyond that classification.

The BCM Graduate Medical Education Committee (GMEC) and the Office of GME are responsible for the oversight of the general administration of BCM-sponsored GME programs and assure that BCM is in substantial compliance with the ACGME Institutional Requirements. The GMEC derives its authority as a standing committee of BCM and reports to the Senior Dean for GME, and ultimately, the President and CEO. The voting membership of the GMEC consists of the GMEC Chair and Vice Chair, Designated Institutional Official (DIO), faculty members, program directors, and program coordinators representing many core residency and fellowship programs, representatives from affiliated hospitals, and six peer-selected house staff physicians, who each serve two year terms.

Attendance of 50 percent of the voting membership at a meeting of the GMEC constitutes a quorum necessary to vote on matters of importance. Should a quorum not be achieved a subsequent request will be made of GMEC members by electronic means to cast their vote. All information available to the GMEC at the time of the meeting will be provided to those who could not attend. This supplemental voting procedure will be coordinated through the Office of GME. GMEC members must attend a minimum of 50 percent of the ten scheduled GMEC meetings in a given academic year to retain voting privileges for the subsequent year. Members with consistently poor attendance will either become *ex-officio* (non-voting) members or will be removed from the GMEC.

As required by the ACGME, a program director will be designated for each residency and fellowship program to be responsible for the administration and conduct of the residency and/or fellowship program. The program director oversees the relationship of the residency and/or fellowship program with BCM (SI) and all of its affiliated institutions. The GMEC and DIO must approve all appointments of program directors by departments. The GMEC will communicate regularly with all program directors, including those not serving on the GMEC.

The BCM Office of GME works under the direction of the Senior Dean for GME, and the Assistant Dean for GME who also serves as the Director of the Office of GME. The Office of GME is responsible for implementing administrative policies as defined by the GMEC. The Office of GME and the GMEC work together to assure that BCM provides the required and necessary institutional support to all of its sponsored GME programs.

Per ACGME requirements, each sponsoring institution must identify one individual as the DIO. This person has final signatory authority for the institution and has the responsibility of reviewing and approving all correspondence between the GME programs, affiliated institutions, and the ACGME.

The DIO for Baylor College of Medicine is the Senior Dean for GME. In the DIO's absence, the following individuals may serve in this role:

1. Assistant Dean for GME
2. Provost and Senior Vice President of Academic and Faculty Affairs

All documents and communication that are to be sent to the ACGME must first be submitted to the Office of GME. The Office of GME staff will assure that the DIO has signed all required documentation and that in the DIO's absence an appropriate substitute will be

asked to serve in that capacity. If GMEC approval is required, the Office of GME will assure that this action occurs in a timely fashion prior to submission to the ACGME.

27.1.5 - New Program Development/Existing Program Modification

Graduate Medical Education: Graduate Medical Education

Last Updated: 03/12/2015

Original policy date:

Development of a new GME training program or changing the structure of an existing program requires approval of the Graduate Medical Education Committee (GMEC). The process starts with application to a subcommittee of the GMEC, called DRMAC (Dean's Residency Manpower Advisory subCommittee).

This standing subcommittee of the GMEC generally meets the fourth Tuesday of every month, though that is not guaranteed. Agenda slots are booked on a first come, first served basis, based on the submission of the completed application package. Once DRMAC has heard and approved the application, its recommendation will be taken to the next full meeting of the GMEC, which is generally the next month. Only after the full GMEC has accepted the recommendation of DRMAC is the final decision granted in writing. Placement on a DRMAC agenda may take as long as two – three months.

No new program will be approved if a stable funding source (five years minimum) has not been acquired. However, programs are not to approach affiliates on their own. Submit the initial request to the GME Office, which will work with BCM and affiliate representatives to determine if funding can be obtained.

Applicants for new ACGME-accredited programs need to be aware, and be sure their parent program directors, chairmen, and administrators are aware, of ancillary costs associated with sponsoring such a program. In addition to the initial application fee (\$6500), many RRCs now mandate protected time (10-50%, depending on program size) for the program director and/or program coordinator, which may affect departmental budgets.

The deadline for submission to DRMAC for a new ACGME-accredited program is August 31. For example, if the plan would be to "open" a new ACGME-accredited program July 1, 2014, the application must be into the GME office no later than August 31, 2013.

Significant changes in structure to an existing ACGME-accredited program must also be approved first by the DRMAC subcommittee, and with subsequent approval by the full GMEC. Examples of **significant changes**, include, but are not limited to:

- Permanent increases/decreases in program size,
- Addition/deletion of training site(s),
- Movement of trainees between current training sites,
- Movement of trainees between services within a current training site.

Temporary increases in program size to accommodate an off-cycle resident due to pregnancy, visa, or other issues do not require DRMAC approval. However, do submit the request in writing to the GME office so that the office may assist in making the necessary accommodations.

Program directors should be aware that many of the above changes will also require new program letters of agreement (PLA's), and/or approval by the ACGME. Many ACGME Review Committees require six – 12 months for such approval.

Applicants for new Texas Medical Board Fellowships will follow the same procedure as outlined above for ACGME-accredited programs. Once DRMAC and then the full GMEC have approved the request, an application must be sent to the Texas Medical Board, with the fee of \$250. The TMB may take between 30 days and six months to approve fellowships.

When submitted to the GME office for inclusion on a DRMAC agenda, the submission must include a payment of \$1000. This fee is to cover the expenses of the GME office, which are not recoverable in any other way.

It is important to remember that all BCM training programs are intended for educational enrichment, not to provide clinical services, or provide a temporary employment position, and all applications will be evaluated based on education-based criteria. As such, all TMB programs are held to the same standards as ACGME-accredited programs, including tracking of duty hours, internal reviews, and scholarly work. Several hospitals, including the Michael E. DeBakey Veterans Affairs Medical Center and The Methodist Hospital, will not fund these non-CMS reimbursable TMB programs. It is rare that affiliate funds will be approved to support TMB Fellowships.

27.1.6 - GMEC/Subcommittees

Graduate Medical Education: Graduate Medical Education

Last Updated: 01/01/2015

Original policy date:

The ACGME, through its Institutional Requirements, mandates that each Sponsoring Institution have a Graduate Medical Education Committee (GMEC).

Specifically,

I.A.8. The Sponsoring Institution must identify a:

I.A.8.a) Designated Institutional Official (DIO): The individual, who, in collaboration with a Graduate Medical Education Committee (GMEC), must have authority and responsibility for the oversight and administration of the Sponsoring Institution's ACGME-accredited programs, as well as responsibility for ensuring compliance with the ACGME Institutional, Common, and specialty/subspecialty-specific program Requirements.

I.C. GMEC

I.C.1. Membership: The Sponsoring Institution must have a GMEC that includes at least the following voting members:

- I.C.1.a) the DIO;
- I.C.1.b) a representative sample of program directors from ACGME-accredited programs;
- I.C.1.c) a minimum of two peer-selected residents/fellows; and,
- I.C.1.d) a quality improvement/safety officer

I.C.2. Additional GMEC members and subcommittees: In order to carry out portions of the GMEC's responsibilities, additional GMEC membership may include others as determined by the GMEC.

- I.C.2.a) Subcommittees must include a peer-selected resident/fellow.
- I.C.2.b) Subcommittee actions must be reviewed and approved by the full GMEC.

I.C.3. Meetings and Attendance

- I.C.3.a) The GMEC must meet a minimum of once every quarter during the academic year.
- I.C.3.b) Each meeting of the GMEC must include attendance by at least one resident/fellow member.
- I.C.3.c) The GMEC must maintain meeting minutes that document execution of all Required GMEC functions and responsibilities.

I.C.4. Responsibilities

I.C.4.a) GMEC responsibilities must include oversight of:

- I.C.4.a).(1) ACGME-accreditation status of the Sponsoring Institution and its ACGME-accredited programs;
- I.C.4.a).(2) the quality of the GME learning and working environment within the Sponsoring Institution, its ACGME-accredited programs, and its participating sites;
- I.C.4.a).(3) the quality of educational experiences in each program that lead to measurable achievement of educational outcomes outlined in the ACGME Common and specialty/subspecialty-specific Program Requirements; and,
- I.C.4.a).(4) all processes related to reductions and/or closures of individual ACGME-accredited programs, major participating sites, and the Sponsoring Institution.

I.C.4.b) The GMEC must review and approve:

- I.C.4.b).(1) annual recommendations to the Sponsoring Institution's administration regarding resident/fellow stipends and benefits and the number of funded positions in each ACGME-accredited program;
- I.C.4.b).(2) all institutional GMEC policies and procedures;
- I.C.4.b).(3) applications for ACGME accreditation of new programs;
- I.C.4.b).(4) requests for permanent changes in resident/fellow complement;
- I.C.4.b).(5) major changes in ACGME-accredited programs' structure or length of training education;

- I.C.4.b).(6) additions or deletions from each ACGME-accredited program's list of participating sites;
 - I.C.4.b).(7) appointments of new program directors;
 - I.C.4.b).(8) progress reports requested by a Review Committee;
 - I.C.4.b).(10) responses to interim Clinical Learning Environment Review (CLER) site visit reports;
 - I.C.4.b).(11) requests for exceptions to duty hours requirements;
 - I.C.4.b).(12) voluntary withdrawal of ACGME program accreditation;
 - I.C.4.b).(13) requests for an appeal of an adverse action by a Review Committee; and,
 - I.C.4.b).(14) appeal presentations to an ACGME Appeals Panel.
- I.C.4.c) The GMEC must demonstrate effective oversight of the Sponsoring Institution's accreditation through an Annual Institutional Review (AIR).
- I.C.4.c).(1) Institutional program indicators should include:
- I.C.4.c).(1).(a) ACGME notification of institutional accreditation status;
 - I.C.4.c).(1).(b) results of the most recent CLER visit;
 - I.C.4.c).(1).(c) results of the most recent institutional self-study visit;
 - I.C.4.c).(1).(d) aggregate results of ACGME surveys of residents/fellows and faculty members; and,
 - I.C.4.c).(1).(e) aggregate results of ACGME-accredited programs' performance indicators.
- I.C.4.c).(2) The AIR must include monitoring procedures for action plans resulting from the review.
- I.C.4.c).(3) An executive summary of the AIR must be submitted annually to the Governing Body and the SIE of the Sponsoring Institution.
- I.C.4.d) The GMEC must demonstrate effective oversight of ACGME program accreditation through an Annual Program Review (APR) process.
- I.C.4.d).(1) Components of an APR protocol and template should include:
- I.C.4.d).(1).(a) the ACGME Common, specialty/subspecialty-specific Program, and Institutional Requirements in effect at the time of the evaluation;
 - I.C.4.d).(1).(b) the most recent accreditation letters of notification from previous ACGME reviews and progress reports sent to the respective Review Committees;
 - I.C.4.d).(1).(c) the most recent APR report;
 - I.C.4.d).(1).(d) reports from previous GMEC Special Reviews of the program;
 - I.C.4.d).(1).(e) results from internal or external resident/fellow, faculty, and patient surveys; and,
 - I.C.4.d).(1).(f) annual performance data provided by the ACGME.
- I.C.4.d).(2) The APR protocol should outline the reporting structure and monitoring procedures after the APR is completed.
- I.C.4.e) The GMEC must provide evidence of quality improvement efforts by maintaining A GMEC Special Review process for programs that warrant intervention beyond The APR.
- I.C.4.e).(1) Minimum components of a GMEC Special Review protocol and template must include:
- I.C.4.e).(1).(a) criteria for initiating a GMEC Special Review;
 - I.C.4.e).(1).(b) committee membership from within the Sponsoring Institution but not from within the department of the ACGME-accredited program under review that is comprised of:
 - I.C.4.e).(1).(b).(i) at least one faculty member;
 - I.C.4.e).(1).(b).(ii) additional internal or external reviewers and administrators which may include the DIO, as determined by the GMEC.
 - I.C.4.e).(1).(c) interviews with:
 - I.C.4.e).(1).(c).(i) the program director;
 - I.C.4.e).(1).(c).(ii) at least two core faculty members;
 - I.C.4.e).(1).(c).(iii) at least one peer-selected resident/fellow from each PGY-level in the ACGME-accredited program; and,
 - I.C.4.e).(1).(c).(iv) other individuals as deemed appropriate by the GMEC Special Review committee, depending on the circumstances of the review.
 - I.C.4.e).(1).(d) specific outcome measures.
- I.C.4.e).(2) The GMEC Special Review protocol must outline a reporting structure,

monitoring procedures, and a timeline, including written recommendations and procedures for follow-up to improve ACGME-accredited program performance in specified areas.

The GMEC is a standing committee of Baylor College of Medicine, and membership appointments are made by Dr. Klotman prior to each academic year. To maintain voting membership, participants must attend at least 50 percent of the meetings in a given year. The GMEC generally meets the third Tuesday of each month, from 4 – 5:15pm. There is a combined November/December meeting, and July/August is skipped, as long as there is no urgent business. If needed, emergency meetings can be called at any time. Any program director, program coordinator, or faculty member is welcome to attend any GMEC meeting, without voting privileges.

Currently, the GMEC has one standing subcommittee, DRMAC. The Dean's Residency Manpower Advisory Committee (DRMAC) meets the fourth Tuesday of every month, as required by the agenda, from 3:00pm – 5:00pm. DRMAC reviews all proposals for new programs, current program closures, permanent changes in program size, and significant changes in program curriculum.

With the adoption of the ACGME's Next Accreditation System (NAS), several other possible subcommittees are under review for the academic year, beginning July 1, 2013.

27.2.1 - Recruitment/Selection of House Staff Physicians

Graduate Medical Education: Recruitment and Hiring

Last Updated: 01/01/2015

Original policy date:

It is the policy of Baylor College of Medicine (BCM) that recruitment into all graduate medical education programs at this institution follow the guidelines of fair practice established by the National Residency Matching Program (NRMP). This includes supplying all applicants who interview with a sample copy of the house staff physician contract.

The BCM Office of Graduate Medical Education (GME) provides a basic resident/fellow physician brochure free of charge to all GME programs. Customized materials may be added by individual programs to provide supplemental program-specific information, at a nominal fee. If a GME program uses its own or additional recruitment materials, the program director must obtain approval of those materials from the BCM Office of Public Affairs.

While GME programs are encouraged to maintain individual websites, every ACGME-accredited and TMB-approved program must maintain a current gateway page on the BCM GME Public Site, with specific recruitment and application materials delineated.

All applicants will be treated equally. BCM prohibits discrimination: selection of resident/fellow physicians shall not be influenced by race, gender, age, religion, ethnicity, national origin, disability, veteran status, or sexual orientation, but shall be based upon such factors as preparedness, ability, aptitude, academic credentials, communication skills, motivation, and integrity. The evaluation of these qualifications shall be determined by each GME program individually. Each GME program shall have a written policy as to the criteria for selection of resident/fellow physicians. A copy of this policy shall be forwarded to the Senior Associate Dean for Graduate Medical Education and the Graduate Medical Education Committee, which will be jointly responsible for assessing department and program compliance.

27.2.2 - Requirements for the Appointment of Resident and Fellow Physicians

Graduate Medical Education: Recruitment and Hiring

Last Updated: 09/01/2023

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows

Policy Established on	January 1, 2015 (v1), November 23, 2021 (v1.1m); September 28, 2022 (v2)
Status, Date of Last Modification	Current, as of September 1, 2023 (V2.1m)
Next Scheduled Review Date	October 1, 2025

I. Rationale

This policy describes Baylor College of Medicine Graduate Medical Education requirements for appointment. Baylor College of Medicine (BCM) seeks to ensure that all applicants and incoming trainees in Graduate Medical Education programs meet both the high excellence and professionalism standards of BCM and the profession for which they are being trained. Resident and Fellow Physicians at BCM practice in confidential environments and bear responsibility for the health and safety of patients, which requires both ethical behavior and the exercise of sound judgment. BCM will notify all Graduate Medical Education applicants that timely reporting of any criminal convictions (including deferred judgments) and results of background check(s) may impact their ability to become employed or maintain employment and complete their training program. BCM will also perform criminal background checks to determine whether current Graduate Medical Education trainees are at risk of licensure restriction or loss of employment eligibility.

II. Stakeholders Affected by this Policy

Compliance with this policy is mandatory for all BCM Clinical Departments, Graduate Medical Education sponsored training programs, their applicants, and current Resident and Fellow Physician trainees on the BCM main campus, off-campus instructional sites, or branch campus, regardless of the site of the academic program or method of instruction.

III. Definitions

- A. **BCM** – Baylor College of Medicine
- B. **Criminal Conviction** – any misdemeanor or felony conviction or deferred adjudication thereof. Examples of Criminal Convictions include Driving While Intoxicated (DWI); Driving Under the Influence (DUI); Driving While License is Suspended (DWLS); Failure to Appear (FTA); Reckless Driving; Open Container; Assault; Assault with a Motor Vehicle; Battery; Public Intoxication; deferred judgment of any offense listed. Criminal Conviction does not include fines or citations for minor traffic violations, such as speeding, running a red light, and failing to yield or obey a traffic device. For more examples of minor traffic violations, consult [Section VIII.a](#) (below).
- C. **GME** – Graduate Medical Education
- D. **Other Legal Action** – a legal action occurring in any jurisdiction in which the applicant or Resident or Fellow Physician faces at least one of the following, regardless of whether the event occurs within or outside of the geographic boundaries of the United

States of America and its territories:

1. Cited or charged with any violation of the law, except for a class C misdemeanor traffic violation or the equivalent (i.e., a moving violation for speeding or a parking ticket);
 2. Served with an Order of Protection or an equivalent court order restricting the individual's access to a specific location or proximity to a specific individual or organization;
 3. Arrested, arraigned, or indicted on criminal charges;
 4. Sentenced to serve jail or prison time or to pay a fine other than for a class C misdemeanor traffic violation or equivalent;
or
 5. Court martial, as may occur incident to military service.
- E. **Training Programs** – as defined by the Texas Medical Board (TMB) in [22 TAC 171.3\(a\)\(1\)](#), refers to clearly defined and delineated postgraduate medical education training programs that may be mandatory for occupational licensure and in which BCM participates, including postgraduate subspecialty training programs approved by the ACGME, the American Osteopathic Association (AOA), or other accrediting bodies. Training Programs are administered under the direction of the BCM Office of GME and the associated Designated Institutional Official and Affiliated Entities.

IV. Policy

- A. **Requirements for New Appointments.** All Resident and Fellow Physicians new to BCM's Affiliated Hospitals GME Training Programs receive a formal letter of appointment. Appointment is contingent upon ability to meet all of the following requirements:
1. Licensing - Issuance by the Texas Medical Board (TMB) to the Resident or Fellow Physician of an active TMB Physician-in-Training (PIT) permit or Texas Medical License (TML) prior to assuming duties at BCM;
 2. GME Training Program Eligibility - Successful completion by the Resident or Fellow Physician of all prerequisites specified by the BCM GME program that is offering the appointment;
 3. Credentialing - Successful completion of the credentialing process, which includes satisfying the TMB credentialing requirements. The credentialing process is outlined on the BCM intranet and is also distributed to applicants to BCM-sponsored GME Training Programs.
 4. Fitness for Duty Attestation - Resident and Fellow Physicians shall be required to sign a certificate indicating that they know of nothing that would, in any way, inhibit or prohibit their ability to provide safe and proper medical care to patients and have a continuing duty to report any change in their status to their program directors.
 5. Background Check –
 - a. *Licensure Restrictions.* The issuance of occupational licenses in Texas or other states may be restricted based on an applicant's criminal history, and certain offenses may render an applicant ineligible for an occupational license. Texas occupational licensing authorities are required to issue guidelines that explain their reasoning for relating a particular crime to a particular license, and any other criterion that affects the decisions of the licensing authority. Applicants are encouraged to review all eligibility requirements applicable to the occupational license sought. Questions related to eligibility requirements should be directed to the applicable licensing authority.
 - b. *Mandatory Background Check.* BCM must assess each applicant's suitability for professional practice by performing a criminal background check before hire. The criminal background check is not a component of the application, interview, or decision-making process for BCM GME programs, but rather a mandatory component of the hiring process.
 - c. *Mandatory Disclosure of Criminal Convictions and Other Legal Actions.* Consistent with the [Background Checks for Employment Policy \(02.6.22\)](#), non-disclosure of a Criminal Conviction, Other Legal Action, and/or falsification or omission of information provided for background check purposes may lead to disciplinary action up to and including rescission of the offer of employment.
 - d. *Conditional Offers of Employment.* BCM may send letters of offer to applicants prior to performance or review of a background check. An offer of employment from any BCM GME training program is conditional upon the applicant's timely consent to and completion of the background check, the accuracy and currency of the background check report, and satisfaction of other eligibility requirements stated in this policy.
 - e. *Background Check Discrepancies* – Applicants must make good faith disclosures of all Criminal Convictions on their application, regardless of the jurisdiction in which the Conviction occurred (e.g., city, state, county). The Office of GME will review any discrepancies to determine their impact on the employment process.

6. Mandatory Immunizations and Vaccinations –

- a. Resident and Fellow Physicians must provide proof of immunization or immunity to communicable diseases such as Hepatitis-B, rubella, mumps, varicella, and tetanus-diphtheria in accordance with applicable federal and state laws and BCM policies, including BCM Occupational Health Program (OHP) requirements. Resident and Fellow Physicians who fail to comply with immunization deadlines may be relieved of duty without pay.
- b. All Resident and Fellow Physicians must comply with BCM's [Vaccine-Preventable Diseases Policy \(18.1.04\)](#), in addition to other applicable vaccination policies of the affiliated hospitals and/or other participating sites the Resident or Fellow Physician rotates through. Consult websites and materials provided by affiliated hospitals and/or other participating sites for specific requirements and consequences of noncompliance, which may include refusal or revocation of access to participating sites.

7. Mandatory Tuberculosis Screening/Testing –

- a. A tuberculosis screening examination (as specified by the OHP) is required of each Resident or Fellow Physician during the first month of training in accordance with all applicable federal, state, and OHP guidelines and BCM policies. A Resident or Fellow Physician that properly documents a prior positive tuberculin skin test (PPD) is excused from further testing. Resident and Fellow Physicians that fail to comply with policies on tuberculosis screening by the deadline may be relieved of duty without pay at the discretion of the Training Program.
- b. If a Resident or Fellow Physician's PPD converts to positive while employed by BCM, they must be evaluated by a faculty physician and cleared for return to duty by BCM OHP. Failure to comply with this requirement may result in the Resident or Fellow Physician being relieved of duty without pay at the discretion of the Training Program.

8. Mandatory Education and Training (Online Modules and/or Live Sessions) –

- a. *Blood-borne Pathogens* – To minimize the risk of transmission of blood borne pathogens to Resident and Fellow Physicians during their training, all Resident and Fellow Physicians are required to receive standard education and training on the prevention of transmission of blood borne pathogens. This training is in compliance with current Occupational Safety and Health Administration (OSHA) guidelines. Resident and Fellow Physicians who do not comply with the requisite training within 14 days of the start date of training may be relieved of duty without pay at the discretion of the Director of the Office of Environmental Safety.
- b. *Life Support* – All Resident and Fellow Physicians are required to obtain training in advanced life support, either Advanced Cardiac Life Support (ACLS) or Pediatric Advanced Life Support (PALS) for pediatric specialties, and to provide the GME Office with proof of such training before beginning work. Advanced life support training must be current, as per the policies of an appropriate certifying organization recognized and approved by the American Heart Association. Additional life support training (e.g. ACLS, PALS, NALS, and/or ATLS) may be required by an individual GME program or affiliate hospital in which the Resident or Fellow Physician works during their training. Consequences for failing to comply with the policies of individual programs will be at the discretion of the program director or department chairperson.
- c. *Other Training Assigned by BCM Offices or Designated Personnel* – Resident and Fellow Physicians must also complete all other education and training modules required by the College by published deadlines, as assigned by the Office of Compliance and Audit Services, Director of Title IX & Disability Services (or designee), Office of Human Resources, Office of the Provost (or designee), and/or other relevant offices or personnel. Failure to comply by published deadlines may result in disciplinary action up to and including termination.

9. Selective Service Registration (as applicable) – To satisfy requirements for clinical rotations at the Michael E. DeBakey Department of Veterans Affairs Medical Center, certain males who are 18-25 years old must show proof of having registered for Selective Service. Visit <https://www.usa.gov/register-selective-service> to see the requirements and the exceptions. (Note: The Texas Department of Public Safety will automatically forward to the Selective Service System for registration any application for an original, renewal, or duplicate driver's license or personal identification certificate submitted by a male applicant currently in the age range.)

B. Requirements for Continued GME Appointment and BCM Employment.

1. Maintain Active PIT or TML (as applicable) – A Resident or Fellow Physician may train under the BCM PIT permit or may train with a TML.

- a. *Specialty/Subspecialty PIT: Texas Medical Board (TMB) Registration* – Resident and Fellow Physicians with a PIT permit must be registered with the TMB for the specialty/subspecialty program in which they are currently enrolled. If a Resident or Fellow Physician changes programs, they must apply for a new PIT permit, as it is granted by the TMB only for the duration of a given residency or fellowship program. This requirement for a new PIT permit exists even for a Resident or Fellow Physician who finishes an initial Training Program at BCM and

matriculates into a different fellowship or subspecialty program at BCM. The TMB considers maintenance of a current PIT permit or TML to be the Resident or Fellow Physician's personal responsibility. Program Directors and the GME Office will help remind Resident and Fellow Physicians about soon-to-expire PIT permits and/or TMLs, but the actual responsibility to keep a valid PIT permit or TML lies with the individual Resident or Fellow Physician.

- b. *Loss of Active PIT or TML* – Any Resident or Fellow Physician without an active PIT permit or TML, as reflected in the records of the TMB, must be immediately removed from duty without pay until proof of active PIT permit or TML is provided to the GME Office. This removal from service must be made regardless of whether the Resident or Fellow Physician is training outside the State of Texas. Time spent training with an expired PIT permit or TML must be made up by the Resident or Fellow Physician whose permit or license to practice medicine expired. Resident and Fellow Physicians must report changes in permit status (e.g., licensure lapse, acquire TML) as provided in Section IV.B of the [Texas Medical Board Reporting Policy \(27.5.07\)](#).

2. Maintain Immunization and Vaccination Compliance – All returning Resident and Fellow Physicians are required to remain current with immunizations and vaccinations as stipulated by the OHP Office and applicable policies of BCM, affiliated hospitals, and/or other participating sites.

3. Timely Report Criminal Convictions and Other Legal Actions that Arise during Training – Resident and Fellow Physicians must disclose any Criminal Conviction or Other Legal Action (regardless of the jurisdiction where the event occurred) to the Office of GME within 5 business days of the event or adjudication. All reported arrests and Criminal Convictions will be reviewed to determine appropriate next steps. Certain Criminal Convictions may impact a Resident or Fellow Physician's ability to maintain licensure during their Training Program and may impede the Physician's ability to complete the Training Program. Consistent with the [Substance and Alcohol Abuse Policy \(02.5.34\)](#), continued employment of Resident and Fellow Physicians convicted of a criminal drug offense is conditioned upon satisfactory completion of a BCM-approved rehabilitation program in addition to other requirements that may be communicated from the Office of GME if the Resident or Fellow Physician is permitted to resume their Training Program.

4. Compliance with All BCM and Affiliated Institution Policies – Resident and Fellow Physicians shall abide by all applicable BCM policies, including, but not limited to: all applicable [BCM GME policies](#); [Title IX Misconduct and Grievance Policy \(02.2.20\)](#); [Policy Regarding Harassment, Discrimination, and Retaliation \(02.2.25\)](#); [Sexual Misconduct and Other Prohibited Conduct Policy \(02.2.26\)](#); [Accommodations for Employees and Employment Applicants with Disabilities \(02.2.30\)](#), or when applicable [Accommodations for Students and Program Applicants with Disabilities Policy \(23.1.07\)](#); [Respectful and Professional Work Environment Policy \(02.5.39\)](#); [Substance and Alcohol Abuse Policy \(02.5.34\)](#); [Employee Fitness for Duty Policy \(02.5.64\)](#); [Social Media Policy \(11.2.15\)](#); [Learner Mistreatment Policy \(23.2.02\)](#). Resident and Fellow Physicians are also required to comply with applicable policies of the respective participating clinical sites to which they rotate. These policies are available through the medical staff offices of the respective participating sites. Any questions regarding these policies can be directed to the respective participating sites or BCM's GME Office. Resident and Fellow Physicians should be aware that these policies may include mandatory random drug testing at some sites.

- C. **Fitness for Duty Disputes.** The Senior Associate Dean for Graduate Medical Education shall resolve any disputes involving the Resident or Fellow Physician's fitness for duty (e.g. disagreements between the Resident or Fellow Physician, Program Director, Occupational Health Director). A Resident or Fellow Physician who provides written notice indicating that he or she is not fit for duty due to illness or incapacity will be placed on sick time-off, a leave of absence, or adverse action as provided in the [Vacation and Leave Policy for Resident and Fellow Physicians \(27.3.5\)](#) or GME [Adverse Action policies](#) (as applicable).

V. Responsibilities

N/A

VI. Procedures for Implementation and Review

N/A

VII. Stakeholder Compliance

N/A

VIII. Tools

- A. Physician in Training (PIT) Permit Application Licensure Application: <https://www.tmb.state.tx.us/idl/E2E00C7D-36E2-649F-85CD-7BE53275852B>

B. Selective service info: <https://www.usa.gov/register-selective-service>

IX. Related Policies

N/A

X. Applicable Laws, Regulations & Standards

A. [ACGME Common Program Requirements](#) (see appointment requirements: [2021 residency requirements](#); [2021 fellowship requirements](#); [2021 one year fellowships](#))

27.2.3 - Financial Support for House Staff Physicians

Graduate Medical Education: Recruitment and Hiring

Last Updated: 01/01/2015

Original policy date:

Resident/fellow physicians' stipends, and actual paychecks, are paid by Baylor College of Medicine (BCM), under almost all circumstances. Many of BCM's participating clinical sites receive funding from the federal government to support graduate medical education (GME). The affiliated hospitals use this, and sometimes other, funding to pay BCM for GME training that occurs at the hospitals, based upon resident/fellow physician assignments to each hospital each month.

When each resident/fellow physician is appointed to a BCM-sponsored GME program, he/she is appointed at a stipend level which reflects the number of years of training he/she has completed that are creditable toward certification in his/her specialty or subspecialty. If a resident/fellow physician changes specialties, he/she will receive credit for stipend purposes only for those years which are accepted for credit toward specialty certification by the Board of the new specialty or subspecialty.

If a BCM residency program requires training beyond that specified by the specialty Board, the resident/fellow physician's stipend level will be determined by the years of training required by the BCM program.

Annual review of the stipends and recommendations for adjustment to stipends are made by the Graduate Medical Education Council, with input from BCM Human Resources and senior leadership. Every effort is made to provide resident/fellow physicians with both an annual cost of living raise and raises received as a resident/fellow physician advances from one PGY level to the next.

Questions regarding resident/fellow physician eligibility for various stipend levels can be answered by the BCM Office of GME. The final decision concerning the appropriate stipend level for an individual resident/fellow physician will be made by the Senior Associate Dean for Graduate Medical Education.

27.2.4 - Length of Training

Graduate Medical Education: Recruitment and Hiring

Last Updated: 01/27/2016

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows

RATIONALE

The purpose of this policy is to formalize the minimum guidelines for Graduate Medical Education (GME) residency/fellowship program length, to which programs must adhere when establishing the length of time necessary to complete a training program and issue a certificate or diploma.

STAKEHOLDERS AFFECTED BY THIS POLICY

Compliance with this Policy is mandatory for all College Members pursuing training and/or participating in a GME residency/fellowship program.

DEFINITIONS

"College Members" means GME faculty members, fellows, residents, researchers, staff members, post-doctoral fellows, students, visiting faculty, and any other persons employed, enrolled, appointed by, working at or using facilities provided by or through Baylor College of Medicine (BCM).

"House staff physicians" means resident physicians and fellows who care for patients under the direction and supervision of the attending staff of a BCM clinic, affiliated hospital and/or clinic site.

"Performance-based challenges" means the failure of the resident/fellow to meet one or more competency milestones required for reappointment and/or promotion in a given residency or fellowship program.

"Time-based challenges" means any lapse of time, during training or while on leave from training, which exceeds any specialty-specific Board requirement(s) and/or allotted timeframe for leave or completion established by a residency or fellowship program.

POLICY

Every GME residency program at BCM has an established length of training, which must be determined by and consistent with current Accreditation Council for Graduate Medical Education (ACGME) Common Program Requirements for each specialty. The length of training for active Texas Medical Board (TMB)-approved fellowships at BCM must be consistent with TMB fellowship length requirements for each specialty at the time of the fellow's application.

House staff physicians must fulfill all GME residency/fellowship program-specific requirements for reappointment, promotion, etc., within the ACGME or TMB defined length of training in order to graduate from their respective programs. Although residents and fellows may experience a variety of challenges or other difficulties during training, residents and fellows will not be allowed to extend the length of training for any reasons other than educational remediation or required "make up" time. It is at the discretion of each GME residency/fellowship Program Director (or designee) to determine whether educational remediation or make-up time is appropriate under the circumstances.

If a Program Director (PD) determines that a resident/fellow has demonstrated performance-based challenges that require educational remediation, the PD will 1) work cooperatively with the Clinical Competency Committee (CCC) and develop a remediation plan designed to raise the resident/fellow's skill set(s) to the requisite level over the shortest allowable time period; 2) provide the resident/fellow with a written remediation plan that describes competency milestones as well as a clear timeline for commencement and expiration of the remediation period; and 3) provide a copy of the resident/fellow's signed remediation plan to the Senior Associate Dean for GME.

If a PD determines that a resident/fellow has demonstrated time-based challenges that require make-up time, the PD will alert the Office of GME office to extend and/or modify the resident/fellow's contract, as appropriate. Any educational remediation or make-up time required for residency program completion which will be documented in the resident's training file, and remediation or "make up time" required for fellowship program completion must be approved in advance by the TMB.

Historically, some ACGME subspecialty fellowships allowed some trainees a year or two of “research” time, in addition to their clinical training. In such cases, the fellow must be placed into an appropriate TMB-approved fellowship (sometimes referred to as a research track) for the non-ACGME required training, and after the research track concludes the fellow should enroll in the ACGME-accredited program.

Similarly, residency programs striving to incorporate a built-in, non-compulsory research period must remove participating trainees from the GME program and may either appoint them as post-doctoral research fellows, or place them into the above-mentioned TMB-sponsored program until the research track concludes. This change in program appointment will change the trainee’s benefits package, and must be explained to him/her prior to their acceptance of the research track.

Regardless of whether a research track is pursued, diplomas or certificates will be generated only for the specific residency/fellowship program’s approved and accredited (or sponsored) length of training. Paid time-off or visa status cannot be used to shorten the length of a training program. In the event visa status requires a trainee to vacate the program before completion, a certificate of training will be issued per BCM Policies for the number of months completed; a diploma will not be issued.

BCM expects each resident to complete his or her program requirements within the period established by the ACGME for a specific program, however a specialty-specific Board may, in its discretion, allow credit for training in another specialty or training completed in a non-ACGME accredited program. In these cases, the Program Director will submit copies of the official Board correspondence to the GME Office for review, to determine the appropriate post graduate year (PGY) level and remaining length of training necessary to qualify for graduation and ultimately Board certification.

In addition, some specialty Boards (i.e. Medicine and Pediatrics) afford the Program Director greater discretion in determining an end date for successful completion of training. Program Directors might choose to utilize this option in appropriate circumstances, provided that the Program Director obtains written approval of the Senior Associate Dean for Graduate Medical Education in advance of making, issuing, and/or communicating such determination to the resident/fellow.

RESPONSIBILITIES

While College Members have the responsibility to self-monitor compliance with this policy, the Office of Graduate Medical Education is responsible for identifying specific offenders in the event that a department offers a non-approved length of training. The Office of Graduate Medical Education will work collaboratively with the Office of the General Counsel to craft a response, and at its discretion impose sanctions on the identified offender.

PROCEDURES FOR IMPLEMENTATION AND REVIEW

This policy will be reviewed every five years, or when new information becomes available through national agencies (if sooner). This policy will be revised when necessary.

STAKEHOLDER COMPLIANCE

CONSEQUENCES OF NON-COMPLIANCE MAY INCLUDE BUT ARE NOT LIMITED TO FINANCIAL PENALTIES FOR PROGRAMS AND/OR TERMINATION OF EMPLOYMENT FOR PROGRAM DIRECTORS DEEMED IN VIOLATION OF THIS POLICY.

TOOLS

[ACGME Hospital-Based Specialties](#), [ACGME Medical Specialties](#), & [ACGME Surgical Specialties](#) – For more information on specialty-specific program length and other requirements, please consult these links.

[TMB-Approved Fellowship Overview](#) – From this page, potential fellows can look up the list of TMB-approved fellowships at BCM, as well as complete and submit an application.

RELATED POLICIES

[27.3.5 – GME - Leaves/Vacation](#)

[27.5.11 – GME - Issuance of Diplomas Policy](#)

APPLICABLE LAWS, REGULATIONS & STANDARDS

[ACGME Common Program Requirements](#)

[ACGME Institutional Requirements](#)

27.2.5 - Benefits' Packages/Stipend Development

Graduate Medical Education: Recruitment and Hiring

Last Updated: 01/01/2015

Original policy date:

Each year, the AAMC publishes a review of resident/fellow salaries and stipends. It is a Baylor College of Medicine (BCM) goal to remain competitive within the AAMC Southern Region, providing for the economic realities of BCM's participating clinical sites. In addition, the Human Resources office reviews the graduate medical education (GME) benefits' package annually, to ensure competitiveness and cost effectiveness.

Following review of available materials, BCM GME leadership meets with its major affiliated/participating institutions to discuss budget plans for each upcoming academic year.

BCM GME annually posts resident/fellow stipends and benefits on its webpage.

27.2.6 - Electives (Away and Visiting)

Graduate Medical Education: Recruitment and Hiring

Last Updated: 01/01/2015

Original policy date:

Within certain parameters, Baylor College of Medicine (BCM) resident/fellow physicians are allowed to participate in rotations outside of their home institution (away electives), and visitors from other institutions are allowed to train within a BCM program (visiting electives).

Away Electives

Allowing a resident or fellow to train at an institution outside of the normal BCM curriculum is designed to provide an educational experience not available within the confines of the training program. It is not designed for trainees to spend time where they are seeking post-graduate employment, or any other reason. The ability to have such an experience is not guaranteed, and will not be an option for all BCM residents and/or fellows.

Affiliated institutions may not be billed for away electives, unless they have provided assurances of payment in writing. Although the trainee is paid by BCM, any CMS-reimbursable institution in which the resident or fellow might participate in an elective can and will bill CMS for that time. Thus Texas Medical Center institutions cannot receive payment, and normally will not agree to fund an away elective. When submitting an elective request to the Graduate Medical Education (GME) office, the program director must provide a funding source for the BCM benefits' charge; if not, the GME staff will bill the elective to the program's default account.

Resident/fellow physicians may choose to participate in an away elective without pay. However, unless they provide proof that they have an alternate source of health insurance, this benefit must remain intact. If a resident/fellow physician does have another form of insurance, it is his/her responsibility to make arrangements; it cannot be done after the fact. If health insurance is left in place, the department will be billed for the expense, and then the resident/fellow physician will have pay docked upon return. This amount will be the full amount of the insurance, not the standard employee portion. Even if the health insurance is suspended, the department and/or trainee will still need to pay certain portions of the fringe such as OHP or workers' compensation fees, which cannot be suspended.

BCM professional liability insurance will cover resident/fellow electives conducted within the scope of another U.S. ACGME-accredited training program. If the program is not accredited by the ACGME or is outside of the U.S., the program director must confer with the GME office to determine the status of PLI coverage.

The trainee will also need to seek a permit for the training experience. In addition, a Program Letter of Agreement must be executed.

To process a resident for an away elective, the program must contact its GME coordinator at least six months from the time of the planned rotation. Requests received with less than six months notice may cause start delays.

Visiting Electives

Residents and fellows in U.S. ACGME-accredited training programs may seek an elective experience at BCM, per the department's and program's discretion. Due to the amount of required paperwork, elective experiences are not routinely available for international residents/fellows. Programs must include visiting elective residents/fellows on their ACGME reports. Visiting elective residents/fellows must not negatively impact BCM resident/fellow physician training experiences.

The GME office is funded by the affiliated hospitals, and the Texas Higher Education Coordinating Board. Processing outside trainees to come to BCM for electives takes many hours of time from the staff and Assistant Dean; thus a fee is charged. As of April 16, 2013, the fee schedule is:

Booked at least 90 days out:	\$500
Booked within 90 days:	\$750
Booked between June 1 – July 31:	\$1250

The higher fee for the summer months is due to the already heavy volume of work on-boarding and graduating full-time BCM trainees.

Exceptions to the fee include our participating clinical sites (UT Houston, MDACC, The Methodist Hospital), and the US Military.

Programs who anticipate many visiting elective trainees from an outside institution may contact the GME office to arrange a contractual method of payment.

Program Letters of Agreement are required, and should be initiated by the inviting BCM department using the BCM template. Such PLOAs should indicate the dates of the elective only, and are not subject to automatic renewal.

One-time elective residents are not subject to DRMAC or GMEC approval. However, if the electives are frequent, or an inter-institutional affiliation agreement is being sought, the program must first obtain such approvals.

For full information and the most current visiting elective packet, the inviting program should contact its GME coordinator.

27.2.7 - GME Observation Policy

Graduate Medical Education: Recruitment and Hiring

Last Updated: 01/26/2023

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows

Established on	January 1, 2015 (v1)
Status, Date of Last Update	Current, as of January 26, 2023 (v2)
Next Scheduled Review Date	January 30, 2026

I. Rationale

Although opportunities for educational exchange between domestic and international medical institutions may facilitate global improvement of clinical care practices, the Accreditation Council for Graduate Medical Education (ACGME) requires BCM to monitor closely any domestic and international observers granted access to clinical areas. Monitoring is necessary both to ensure that observer experiences do not adversely impact the training of BCM Resident and Fellow Physicians and that Graduate Medical Education programs include international observer presence in annual reports to the ACGME.

II. Stakeholders Affected by this Policy

This policy applies to all GME Programs, GME faculty and staff, and Resident and Fellow Physicians on the BCM main campus, off-campus instructional sites, or branch campus (regardless of the site or method of instruction).

III. Definitions

- A. **BCM** means Baylor College of Medicine.
- B. **DIO** means Designated Institutional Official. The DIO is the Senior Associate Dean for GME.
- C. **GME** means Graduate Medical Education.
- D. **GME Observer** refers to a person who enters a BCM clinical laboratory, clinical area, or health care facility owned or operated by BCM or its affiliated hospitals, on the express or implied invitation of a BCM GME department or Sponsor, to observe BCM GME programs and/or clinical operations and evaluate a potential interest in pursuing a career in that clinical specialty or job field. This on-campus clinical/clinical research learning experience is referred to as an Observership.
 - GME Observers include international visiting trainees (e.g., any person currently in a residency or fellowship program that is sponsored or operated by an institution based outside of the United States of America), and any person currently in a residency or fellowship program that is sponsored by a third-party institution located in the United States.
 - GME Observers do not include visiting medical students (e.g., any person enrolled in a M.D. or D.O. program outside of BCM). Visiting undergraduate medical students (UME) are governed by the [Elective Course Requirements for International Visiting Students Policy \(28.1.06\)](#) and other BCM UME policies.
- E. **Sponsor** refers to the BCM GME faculty physician or staff member (e.g., program coordinator, program director) who accepts responsibility for the oversight of all Observer eligibility and onboarding requirements as well as Observership activities.

IV. Policy

- A. **GME Observerships.** There is no pathway for trainees, including any person enrolled in an M.D., D.O., or GME training program outside of Baylor College of Medicine (regardless of the geographic location of the training program), or health professionals licensed in and/or visiting from other countries to come to the College as GME Observers.
1. New Observerships. There are no GME Observerships for GME learners/resident or fellow physicians enrolled in a U.S. GME training program—those persons have to be enrolled in an elective to observe in the GME learning environment. Any Sponsor or Sponsor department that would permit such individuals to enter the BCM learning environment would do so in violation of this policy.
 - a. BCM GME programs prioritize the education and training of Resident and Fellow Physicians and seek to ensure the ready availability of attending physicians and GME program staff to these Physicians, who require ongoing supervision and skill development.
 - b. After February 1, 2020, no new GME Observers will be approved to enter BCM clinics, and BCM prohibits GME programs and associated faculty and staff from offering Observerships to international visiting students, trainees, or other individuals seeking to become GME Observers.

V. Responsibilities

N/A

VI. Procedures for Implementation and Review

N/A

VII. Stakeholder Compliance

N/A

VIII. Tools

N/A

IX. Related Policies

N/A

X. Applicable Laws, Regulations & Standards

N/A

27.2.8 - Issuance of Visas for Training Policy

Graduate Medical Education: Recruitment and Hiring

Last Updated: 10/20/2015

Original policy date: 10/20/0015

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows, Postdoctoral Fellows

RATIONALE

The purpose of this Policy is to formalize the policy and associated procedures for Graduate Medical Education (GME) programs to pursue visas for residents and fellows, in accordance with applicable laws.

STAKEHOLDERS AFFECTED BY THIS POLICY

Compliance with this Policy is mandatory for all GME College Members pursuing and/or participating in the issuance of visas to residents and/or fellows.

DEFINITIONS

“College Members” shall mean GME faculty members, fellows, residents, researchers, staff members, post-doctoral fellows, students, visiting faculty, and any other persons employed, enrolled, appointed by, working at or using facilities provided by or through Baylor College of Medicine (BCM).

POLICY

In accordance with the Association of American Medical Colleges (AAMC) Statement on the Physician Workforce (2006) and in furtherance of BCM’s education mission statement, the Office of Graduate Medical Education strongly encourages all GME programs, hospital affiliates and departments that extend positions to international trainees, such as residents and fellows, to pursue and offer the J1 visa only.

Though it is BCM’s custom to sponsor J1 visas only, BCM may permit the sponsorship of an H1 visa by hospital affiliates and departments on a case-by-case basis, depending on documented departmental and program needs. If BCM allows a particular GME hospital affiliate or department to sponsor an H1 visa, that hospital affiliate or department must assume all liabilities and expenses for same. Information regarding liabilities and expenses pertaining to H1 sponsorship may be obtained from the International Services Office.

Note that the sponsorship of an H1 visa is also based on the ability of BCM GME programs to offer such a visa. The U.S. Department of Labor (DOL) determines the required minimum wage for such a visa. If BCM GME salaries do not meet the minimum wage requirements determined by the DOL, the trainees must agree to begin work under a different visa status. This DOL salary information typically becomes available in late spring. Delaying hires until this data is available may result in significant wait times for hires to start work, and departments will assume all financial liabilities resulting from delayed start dates.

Therefore, GME programs and associated departments that choose to sponsor H1 visas must ensure all candidates are aware of the employment limitations, and agree to train under an alternative visa status in the event that an H1 visa is not a viable option.

Any applicant who matches with a BCM GME program through the National Residency Matching Program (NRMP) will not have the ability to resign their enrollment spot based on an inability to obtain an H1 visa.

RESPONSIBILITIES

Each GME Program Director is responsible for ensuring his or her department sponsors visas for international trainees, such as residents and fellows, in compliance with this Policy. Moreover, Program Directors are responsible for considering the budgetary and/or personnel impacts to his or her department in the event of H1 visa sponsorship, and alerting senior leadership to the same.

The Office of Graduate Medical Education and the Office of International Services have joint responsibility for identifying incidents of departmental noncompliance. The Office of Graduate Medical Education collaborates with the Office of International Services and the

Office of the General Counsel to determine and impose sanctions for violations of this Policy on a case-by-case basis.

PROCEDURES FOR IMPLEMENTATION AND REVIEW

This policy shall be reviewed every five years, or when new information becomes available through national agencies (if sooner). This policy shall be revised when necessary.

STAKEHOLDER COMPLIANCE

CONSEQUENCES OF NON-COMPLIANCE MAY INCLUDE BUT ARE NOT LIMITED TO FINANCIAL PENALTIES FOR PROGRAMS AND/OR TERMINATION OF EMPLOYMENT FOR PROGRAM DIRECTORS DEEMED IN VIOLATION OF THIS POLICY.

TOOLS

N/A

RELATED POLICIES

[27.2.1 – Recruitment/Selection of House Staff Physicians](#)

[27.2.2– Requirements for Appointment and Procedures](#)

APPLICABLE LAWS, REGULATIONS & STANDARDS

Per the [AAMC Statement on the Physician Workforce \(2006\)](#), use of the J1 visa is recommended because it promotes cultural exchange and is designed for medical training:

“The primary purpose of graduate medical education is education. The J-1 program’s purpose is educational and its administration by the ECFMG assures that J-1 residents and fellows possess valid educational credentials, have successfully passed Steps 1 and 2 of the USMLE, and that their country of origin needs the knowledge and skills that they will obtain through their education in the U.S. No other immigration program or visa category is as consistent with the aims of U.S. graduate medical education or offers an equal assurance of the quality of entrants.

The H-1 visa (an employment visa) is not appropriate for physicians coming to the U.S. for education and training purposes.”

27.3.1 - Contract/Compact Between Teachers and Learners

Graduate Medical Education: Contractual Issues

Last Updated: 01/01/2015

Original policy date:

Every resident and fellow at Baylor College of Medicine (BCM) is issued and required to return a signed Appointment Agreement (contract) each year. These contracts include items required by the Accreditation Council on Graduate Medical Education, Texas Medical Board, and BCM. Initial contracts are issued upon matching by the National Residency Matching Program (NRMP), or hiring by the appropriate department if the "match" is not utilized.

Contracts for new appointments must be returned to the GME office within 30 days or they will be considered null and void. Questions or clarifications are always welcome, but none of the contract terms may be altered in any way. If a candidate matched through the NRMP refuses to sign an offered contract, BCM will alert the NRMP immediately. If a candidate hired through another route refuses to sign the contract, the offer will be rescinded and another applicant hired. Contracts can be prepared by the GME Office many months in advance upon request. Departments are not to prepare other such employment documents, including offer letters, as these items may be legally binding and not meet our contractual requirements.

Annually, departments will be asked for a list of those trainees being reappointed, and reappointment contracts will be prepared by the GME Office. Departments are required to make these reappointment decisions no later than February 28th of a given academic year. Programs must return all signed contracts to the GME Office, retaining a copy for their records. Any reappointment contract not returned within 30 days of issuance will be considered void; programs must alert the house staff physicians.

All BCM contracts include the American Association of Medical Colleges Compact Between Teachers and Learners, adopted for BCM, a document that outlines behaviors expected of all parties in BCM-affiliated medical learning environments.

27.3.2 - Change in Specialty or Program

Graduate Medical Education: Contractual Issues

Last Updated: 01/01/2015

Original policy date:

Legitimate reasons for a resident/fellow to change programs or leave a program while under contract include: a change in the specialty/subspecialty, a change in location (e.g. spouse relocation, family illness), or a transfer to a program more suitable to the resident's/fellow's goals. The resident/fellow deciding to make a change must discuss the request to leave with the program director at the soonest possible time.

While no trainee can be required to stay, the release of the resident/fellow from the contractual obligation is at the discretion of the program director. In other words, while a resident or fellow is not obligated to work, without the release from the program director, the trainee will also not be eligible to seek a training position elsewhere until the current contract expires. The program director must, per Accreditation Council for Graduate Medical Education guidelines, provide the new program director a summary evaluation of the trainee, which explains credit provided.

Program directors shall not recruit or interview residents/fellows who are under a contractual commitment to another program or a match obligation under any national matching program. To do so may result in a severe adverse action. Baylor College of Medicine (BCM) will not issue a contract to a resident/fellow under contract at another program until the program director and/or dean from the home institution issues a letter of release. It is the responsibility of the BCM program director to ensure that any candidate interviewed meets eligibility requirements of the National Residency Matching Program (where applicable), including conducting appropriate database searches.

In the event BCM accepts a transfer trainee, the BCM program director must secure a summary evaluation from the current program specifying the type of training and amount of credit that the transferring resident/fellow will be given.

BCM will issue transfer trainees a diploma or certificate only for the months of training completed at BCM.

27.3.3 - Insurance/Benefits for Resident & Fellow Physicians

Graduate Medical Education: Contractual Issues

Last Updated: 01/01/2024

Original policy date:

Established on	January 1, 2015 (v1)
Status, Date of Last Update	Current, as of January 1, 2024 (v1 modified, <i>no substantive changes necessary</i>)
Next Scheduled Review Date	February 1, 2029

I. Rationale

The purpose of this policy is to describe insurance coverage and other benefits offered to Resident and Fellow Physicians in Baylor College of Medicine-sponsored Graduate Medical Education programs.

II. Scope: Stakeholders Affected by this Policy

Compliance with this policy is mandatory for all Resident and Fellow Physicians in Graduate Medical Education Training Programs hosted on the BCM main campus, off-campus instructional sites, or branch campus, and applies whether the Physician is working at BCM or completing an away rotation at another institution or facility.

III. Definitions

- A. **ACGME** - Accreditation Council for Graduate Medical Education
- B. **BCM** – Baylor College of Medicine.
- C. **GME** – Graduate Medical Education.

IV. Resident and Fellow Physician Insurance and Benefits Policy

- A. The following benefits are provided for Resident and Fellow Physicians in BCM sponsored ACGME-accredited programs and are paid for by the affiliated hospitals:
 1. Group medical insurance
 2. Dental insurance
 3. Term life insurance
 4. Accidental death and dismemberment insurance
 5. Short-term disability insurance
 6. Long-term disability insurance
 7. Psychiatric Counseling Service (12 sessions)
- B. Residents/fellows at non-participating institutions, such as away elective rotations, may be required to pay for the above benefit package. Current information concerning all benefits extended to Resident and Fellow Physicians is available through the BCM

Human Resources (HR) – Benefits Office intranet webpage:

<https://intouch.bcm.edu/sites/benefits/SitePageModern/69306/benefits>.

- C. Detailed information about the medical and dental insurance programs and description of other benefits available to the residents/fellows and their eligible dependents is available in the summary plan descriptions and the certificates of coverage which are mailed to each individual's BCM address of record after training begins. Such materials are also available through the BCM Human Resources – Benefits Office.
- D. The terms and conditions of all insurance programs are set forth in applicable policies of insurance. These policies should be consulted should any questions arise about coverage for house staff physicians or eligible dependents. HR should be consulted regarding coverage questions.
- E. Failure to enroll coverage for an eligible spouse/domestic partner and/or child(ren) means that BCM, its insurance carrier or carriers, or its affiliated hospitals have no responsibility for any dependent claims. If a Resident or Fellow Physician has any questions, he/she should contact BCM Human Resources – Benefits Office.
- F. Any Resident or Fellow Physician who is on an unpaid non-FMLA leave of absence is required to pay the unsubsidized cost of his/her group medical and dental for themselves and their covered dependents. A Resident or Fellow Physician must pay for optional coverage, such as vision care, supplemental life insurance, dependent life insurance, and supplemental accidental death and dismemberment insurance at the full premium rate. Arrangements with the vendors must be made to continue coverage under the optional programs: LegalEase (legal program) and Supplemental Income Plan (SIP). Participation in the Dependent Care Flexible Spending Accounts is terminated at the onset of the LOA; however, participation may be reinstated within 31 days of the Resident or Fellow Physician's return to active training by notifying the Benefits Office at ask-residentcare@bcm.edu. The department cannot pay the premiums for the Resident or Fellow Physician; such payment could be considered to be discriminatory. All premiums must be paid by the Resident or Fellow Physician in advance.
- G. A Resident or Fellow Physician who does not return to work after an approved unpaid leave of absence may convert the basic and supplemental life insurance, basic and supplemental accidental death and dismemberment insurance, and long-term disability insurance to individual policies. The Resident or Fellow Physician may request the appropriate forms from the Human Resources – Benefits Office no later than 30 days after the date of termination. Continuation of health, dental, vision care, and health care flexible spending account coverage is available under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA), as amended. Upon termination, the election notice will be mailed to a house staff physician's BCM address of record.
- H. This policy will be reviewed every five years but may be updated as needed to maintain compliance with applicable laws, regulations, and standards.

V. Responsibilities

N/A

VI. Procedure(s)

N/A

VII. Tools & Related Policies

- A. [Compact Between Teachers, Learners, and Educational Staff](#),
- B. [23.2.01 – Respectful & Professional Learning Environment Policy: Standards for Student Conduct and College Oversight](#),
- C. [23.2.02 – Learner Mistreatment Policy](#),
- D. [27.4.01 – Responsibilities of House Staff Physicians](#).

VIII. Applicable Laws, Regulations & Standards

[Accreditation Council of Graduate Medical Education \(ACGME\) Common Program Requirements](#):

- A. Residency Requirements - Last Updated [February 2023](#)
- B. Fellowship Requirements - Last Updated [February 2023](#)

27.3.4 - Prohibition of Restrictive Covenants

Graduate Medical Education: Contractual Issues

Last Updated: 01/01/2015

Original policy date:

No housestaff physician entering or in a Baylor College of Medicine (BCM)-sponsored Accreditation Council for Graduate Medical Education (ACGME) accredited residency or fellowship program shall be asked to sign an appointment or reappointment contract or other document geographically restricting his/her practice of medicine after completion of his/her program. Such restrictive clauses are contrary to BCM Graduate Medical Education policy, and against ACGME regulations. Clinical fellows in non-accredited (Texas Medical Board approved) programs may be required to sign a letter or other document containing such a statement. However, a non-ACGME accredited program may not require a clinical fellow to sign a reappointment contract or any other document that contains this restriction if the initial appointment letter did not include one.

27.3.5 - Vacation and Leave Policy for Resident and Fellow Physicians

Graduate Medical Education: Contractual Issues

Last Updated: 06/05/2024

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows

Version History	January 1, 2015 (Version 1); November 20, 2019 (V2); May 26, 2021 (V2.1m); May 26, 2021 (V2.2m) November 1, 2023 (V2.3m); June 5, 2024 (V2.4m)
Status, Date of Last Review or Update	Current, as of June 5, 2024 <i>(modified to (1) explicitly address certain unscheduled absences in Section IV.A.5.d; (2) to correct disability insurance parameters in Section IV.D; and (3) clarify Texas Medical Board reporting requirements in Section IV.E.4.)</i>
Next Scheduled Review Date	December 1, 2024

I. Rationale

This policy describes the various categories of paid time off and leave of absence that Baylor College of Medicine makes available to all Benefits Eligible Resident and Fellow Physicians accepted to its Graduate Medical Education Training Programs.

II. Stakeholders Affected by this Policy

Compliance with this policy is mandatory for all Benefits Eligible Resident and Fellow Physicians as well as all GME Program Directors, Administrators, and Deans.

III. Definitions

- A. **BCM** – Baylor College of Medicine.
- B. **Benefits Eligible** – an individual who is qualified to participate in BCM employee benefits such as retirement, group insurance, or vacation and sick pay.
- C. **DIO** – Designated Institutional Official for Graduate Medical Education training programs sponsored by BCM.
- D. **GME** – Graduate Medical Education.
- E. **Non-Vested Time-Off** – unused paid time off that automatically expires either at the end of each academic year or when a Resident or Fellow Physician’s BCM employment ends before such paid leave is utilized (whichever is sooner). Examples of Non-Vested Time-Off include unused vacation days, sick days, Personal Time-Off (PTO) days, professional development days, bereavement days, and jury duty days.
- F. **Resident and Fellow Physicians** – individuals with an appointment in a BCM GME residency or fellowship program, and individuals who are not in an approved GME program but are authorized to practice only in a hospital setting, including interns

and fellows in GME programs recognized as approved for purposes of direct GME payments.

IV. Policy

A. **Non-Vested Time Off.** Consistent with the requirements of BCM’s [Employee Wages, Overtime, and Extra Work Policy \(02.4.05\)](#), which establishes that a “normal workweek” begins at 12:00 am on Sunday and runs through the seven day period ending at 11:59 pm the following Saturday (see 02.4.05, Section III.f), BCM Resident and Fellow Physicians are Exempt employees that are not entitled to additional compensation for Clinical and Educational Work Hours worked in excess of 40 when such work is necessary to perform or complete their regular job duties and responsibilities. Regardless of their clinical rotation or scheduling variations among departments, all Resident and Fellow Physicians receive and are limited to allocations of Non-Vested Time Off as provided in this policy, and all GME programs must process time off requests in accordance with the normal workweek. The following categories of time-off may be requested at the Resident or Fellow Physician’s discretion, however **there is no “right” to use Non-Vested Time-Off at will—a supervisor’s approval is always required to be absent from work and to receive compensation through a BCM GME training program for the absence.**

1. All paid time off from BCM work responsibilities is characterized as Non-Vested Time-Off, which does not accrue or roll over from one academic year to the next. This includes all categories of paid time off that can be used at the Resident or Fellow Physician’s discretion (see [Section IV.A.2](#)), as well as other types of paid time-off that are triggered by eligibility criteria (see [Section IV.B](#), below).
2. **Allocation.** BCM provides all Benefits Eligible Resident and Fellow Physicians with a total of 44 paid days off per academic year (July 1 – June 30). These 44 days are allocated as described below. Paid time off used during the course of the year is deducted from the Resident or Fellow Physician’s bank of days. GME training programs are not permitted to provide any additional paid time off.

Category	Description	#Days
Vacation	May be used for any purpose	21
Sick	Must be used for personal or immediate family illnesses only*	14
PTO	Must be used for special circumstances, approved at the Program Director’s discretion	9
Total		44

3. **Vacation and PTO Requests.** *In order to use vacation or PTO time, Resident and Fellow Physicians must request time off in advance and receive approval from their immediate supervisor.* Supervisors may grant time off requests made in good faith and in accordance with departmental requirements and deadlines, unless granting the requested time would jeopardize department operations, quality of patient care, or safety. For example, all GME programs must process time off requests for consecutive days or weeks away from work in accordance with the normal workweek (i.e., a seven day period), however if a GME Program does not require its Resident or Fellow Physicians to work on weekends that GME program has discretion to limit the number of vacation days approved Monday through Friday to ensure schedule coverage, but may not exclude weekends when processing time off requests that span more than one week or exceed five consecutive days of scheduled Clinical and Educational Work.
4. **Possible Use of Vacation Days/Extension of Training Time.** Resident and Fellow Physicians who fail to log their Clinical and Educational Work Hours as provided in the Clinical and Educational Work Hours Policy (27.4.03) may be required to forfeit some of these vacation days or alternatively be required to extend their training as a consequence of persistent non-compliance (see [27.4.03, Section IV.B.4](#)).
5. **Sick Time-Off: Required Notice and Documentation.** In the event that the time-off extends beyond three consecutive days, the Leave Administration Division in the Office of Human Resources may need to be consulted to determine whether job-protected leave (see [Section IV.C](#), below) applies based on the circumstances (e.g., minor illness becomes more serious).
 - a. **Personal Illness.** Although Resident and Fellow Physicians have a maximum allotment of 14 paid sick days for personal illness, a limited number of those days may be used for absences necessitated by the illness of an immediate family member rather than the Physician themselves (see Section IV.A.5.b, below).
 - b. **Immediate Family Illness*.** As established in the [Sick Pay Policy \(02.8.52\)](#), Resident and Fellow Physicians may use a maximum of 10 days per calendar year for family care (e.g., spouse recovery due to childbirth), or to care for an immediate family member’s illness or injury. As provided in the Sick Pay Policy (02.8.52), immediate family includes the following persons only: father, mother, spouse or domestic partner (as established by legal documents), and legally dependent children or grandchildren. Resident and Fellow Physicians must consult with their Program Directors to ascertain the impact of time-off use for family care/illness on the duration of training.

- c. *Notify Supervisor Immediately.* Resident and Fellow Physicians must give notice of the absence as provided in the Absenteeism and Tardiness Policy (see [02.5.32, Section VI.A](#)).
- d. *Initiating Sick Time-Off: Doctor's Note.* A statement from a treating physician, who cannot be a Resident or Fellow Physician, is necessary if the absence due to personal/family illness or injury extends beyond three (3) consecutive calendar days. Resident and Fellow Physicians may submit doctor's notes directly to their supervisors. Unscheduled absences occurring immediately before or after holidays, weekends, scheduled vacation days, critical coverage days, or scheduled on-call days may be considered a lapse in professionalism unless the Resident or Fellow Physician provides notice of extenuating circumstances and produces documentation substantiating such circumstances (e.g., physician's note).
- e. *Return from Sick Time-Off: Fitness for Duty Confirmation.* In order to return to work after an absence due to illness or injury that extends beyond three (3) consecutive calendar days, the Resident or Fellow Physician must submit a statement from the treating physician that the Resident or Fellow Physician is fit to return to duty. Further, if a Resident or Fellow Physician is absent from work for more than (four) 4 non-consecutive days in a calendar month, a statement may be required from a treating physician.
- f. *Fitness for Duty Disputes.* The DIO for Graduate Medical Education shall resolve any disputes regarding the Resident or Fellow Physician's fitness for duty in the event that disagreements arise between the Resident or Fellow Physician, Program Director, and/or Director of the Occupational Health Program.
- g. *Long Illnesses.* In the event of a serious illness that requires the Resident or Fellow Physician to be absent beyond three (3) consecutive calendar days, the Physician should consult the Leave of Absence sections of this policy (see [Section IV.C](#), below).

- 6. Professional Development. Resident and Fellow Physicians are not required to use PTO or vacation days to attend professional development and other educational events required by their clinical department and/or GME program, for the purpose of developing necessary knowledge, skill, or competency to provide healthcare services on behalf of BCM that are consistent with clinical department standards and GME program requirements. Clinical departments and GME programs that mandate Resident or Fellow Physician attendance at such educational events will approve and process the Resident or Fellow Physician's time away from the scheduled worksite. Resident and Fellow Physicians are required to use Non-Vested Time-Off to attend educational events that are not mandated by the clinical department or GME program.
- 7. Effect of Resignation and Termination. Non-Vested Time-Off is forfeited when a full or part-time Resident or Fellow Physicians resigns, is terminated, or otherwise removed from employment at BCM upon the effective date of such resignation, termination, or removal. Paid or unpaid leave time may not be used to fulfill any required notice period, unless allowed by the Resident or Fellow Physician's department (see [Section IX](#), 02.5.40).

B. Other Paid Time-Off: Eligibility Requirements & Circumstances. A Resident or Fellow Physician seeking time off in these categories must direct time off requests to both their immediate supervisor and the Office of GME, and must provide documentation to demonstrate their eligibility.

- 1. Bereavement. A Resident or Fellow Physician who experiences the death of an immediate or extended family member must request time off from work to attend funeral services, and must use PTO or Vacation days for this purpose. Resident and Fellow Physicians do not qualify for bereavement pay as provided in the [Bereavement Policy \(02.8.58\)](#).
- 2. Jury Duty. A Resident or Fellow Physician who receives a summons for jury duty and/or is selected for jury service must request time off from work to meet the obligation, and may qualify for jury service pay as provided in [the Jury Duty and Other Summons to Court Policy \(02.8.56\)](#).

C. Leave of Absence and Effect on Non-Vested Time-Off. ACGME training programs are not permitted to provide any additional unpaid time-off. Because Non-Vested Time-off (see [Section IV.A.2](#), above) cannot be carried over into a new academic year, processing of any approved leave of absence request (regardless of type) automatically triggers the exhaustion of all remaining Non-Vested Time-Off for which the Resident or Fellow Physician is currently eligible as of the date the request is approved by Office of Human Resources' Leave Administration Division, except as provided below (see Section IV.C.1.f). ***After exhaustion of available Non-Vested Time-Off, all other days spent on leave (whether due to family medical leave, medical leave, military leave, or personal leave) will be unpaid. Leave requests for foreseeable absences should be made 30-45 days before the anticipated start of the absence, and as soon as possible for unforeseeable absences.***

- 1. Family Medical Leave Act (FMLA).
 - a. *Eligibility.* Employees are protected under the FMLA if they have worked at BCM for at least 12 months (does not have to be consecutive) and have provided at least 1250 hours of service in the previous 12 months. Eligible employees can request leave under the FMLA for any of the following reasons:
 - 1) A serious health condition that prevents the employee from performing their job;

- 2) Acting as a caregiver for an immediate family member (including the employee's child, spouse, or parent) who has a serious health condition;
 - 3) Leave for purposes of childcare after birth, adoption, or foster care placement (available to birthing and non-birthing parents, adoptive/foster parents, and surrogates); or
 - 4) Pregnancy, prenatal care, or childbirth (available to birthing and non-birthing parents, adoptive/foster parents, and surrogates).
- b. *Duration.* Consistent with BCM's [FMLA Policy \(02.8.25\)](#), BCM provides eligible Resident and Fellow Physicians with job-protected leave for a maximum of 12 weeks. For more information on employee rights and responsibilities under the FMLA, consult [guidelines published by the U.S. Department of Labor](#).
- c. *Approval of FMLA Requests.* All FMLA requests should be directed to the Resident or Fellow Physician's immediate supervisor, and must be reported to Office of Human Resources' Leave Administration Division (leaveofabsence@bcm.edu). Final approval shall be made by the Leave Administration Division.
- d. *Illness verification.* Absences due to illness, whether the Physician's or a family member's, must be verified by a completed FMLA medical certification in order to be considered for leave under the FMLA. The medical certification must be completed and signed by the treating physician.
- e. *Adoption, Birth, Foster Placement, and Surrogacy Verification.* A completed Adoption/Foster Care Form and a statement from the court system or the involved social services agency is required to confirm the foster placement or adoption of a child. A birth certificate, alone, is acceptable for non-birthing spouses and parents using surrogacy. Surrogacy agreements are also acceptable.
- f. *Special Exception.* Consistent with the [Accreditation Council for Graduate Medical Education's Institutional Requirements \(effective July 2022\)](#), Resident and Fellow Physicians may take up to six weeks Non-Vested Time-Off from training for purposes of parental, caregiver, or medical leave ONE TIME during their program, and at any time after the training program commences. Consistent with Section IV.C (above), birthing and non-birthing parents requesting parental leave under this exception should make the request 30-45 days prior to the scheduled date of the birth, adoption, or foster placement of their child. *Resident and Fellow Physicians should consult their Member Board policies, if applicable, to determine if an extension of training is required.*
- 1) *Achievement of Competency and Learning Objectives* – the Resident or Fellow Physician's program director and clinical competency committee must document how applicable clinical experiences and educational objectives will be met (e.g., education plan), or attest that competency has been achieved without an extension of training required. Program Directors should consult their Member Boards to determine applicable standards regarding competency and length of training.
 - 2) *Reserve of Non-Vested Time-Off* – In cases where this exception applies, the Resident or Fellow Physician and/or Program Director will communicate with Leave Administration to ensure that at least one workweek of Non-Vested Time-Off is available outside the leave of absence. If any additional Non-Vested Time-Off is allowed it may be unpaid, depending on the circumstances of the request (refer to FAQs for more information). Program Directors must facilitate this reserve of Non-Vested Time-Off at the Training Program level.
 - 3) *Accommodations Based on Medical Necessity* - if accommodation is required based on medical issues, the Resident or Fellow Physician should consult the [Accommodations for Employees and Employment Applicants with Disabilities \(02.2.30\)](#).
- g. *Limits on FMLA Leave.*
- 1) Consistent with guidelines issued by the U.S. Department of Labor for [spouses working for the same employer](#), if the Resident or Fellow Physician and their spouse are both employed at BCM, they are limited to a combined total of 12 workweeks of FMLA leave if the reason for the request is:
 - a. Birth and/or care of the same child/children (whether newborn, foster care placement, or adoption), or
 - b. Care of the same parent with a serious health condition.
 - 2) These FMLA leave limitations do not apply to BCM-employed spouses (who would each be allowed to take up to 12 workweeks of FMLA leave) if the reason for the request is:
 - a. Care of a spouse or child with a serious health condition,
 - b. Serious health condition that prevents the employee from performing the essential functions of their job,
 - c. Qualifying exigency arising out of the employee's immediate family member's active-duty (see [subsection 4](#), below).

- 3) *Military Caregivers*. If the Resident or Fellow Physician and their spouse are both employed at BCM, they are limited to a combined total of 26 workweeks of FMLA leave if the reason for the request is the care of a military service member with a serious illness or injury. Military Caregiver Leave is only available to a Resident or Fellow Physician who is the spouse, parent, child, or next of kin of the military service member.
 - 4) *Family Member Called to Active Duty*. Resident and Fellow Physicians who may not be in the military themselves but have an immediate family member that is either on active duty or called to active duty may be permitted to take leave under the FMLA to address certain exigencies associated with that active duty status or pending deployment. Consult [guidelines published by the U.S. Department of Labor](#) for more information.
2. Medical Leave (Non-FMLA). A Resident or Fellow Physician who is absent from work for more than three (3) consecutive days due to a serious health condition (including an injury, illness, surgery, pregnancy, or convalescence after childbirth) may be eligible for medical leave if they are not eligible to take leave pursuant to the Family Medical Leave Act or have already exhausted their absence allotment under the Family Medical Leave Act. Consult the [Medical Leave Policy \(02.8.20\)](#) for current eligibility criteria, the maximum compensation period, compensation rates, and job reinstatement parameters.
3. Military Time-Off and Leave.
 - a. *Requests*. Resident and Fellow Physicians called to active duty must request time off from their immediate supervisor and must report the request to Office of Human Resources' Leave Administration Division (leaveofabsence@bcm.edu). Final approval shall be made by the Leave Administration Division. The Resident or Fellow Physician must submit a copy of his or her military orders or a written statement from the appropriate military authority as evidence of a call to training or duty to leaveofabsence@bcm.edu.
 - b. *Duration*. Resident and Fellow Physicians with U.S. military reserve obligations receive up to 14 calendar days of paid military time off per year, and should promptly request time off to address these obligations. Resident and Fellow Physician reservists whose military obligations extend beyond 14 days will be unpaid for the remainder of leave.
4. Personal Leave of Absence. If the stated purpose of the leave relates to personal challenges, professional training (e.g., studying for board exams, fulfilling licensure requirements, dual-degree program), or the illness or injury of the Physician's immediate family member (e.g., surrogacy delivery), or the Physician is ineligible for FMLA, then Personal Leave may be granted in accordance with the guidelines set forth in this policy. Final approval shall be made by the Leave Administration Division.
 - a. *Duration*. With the approval of the Leave Administration Division and the Program Director (or their designee), a Resident or Fellow Physician may request and take a Personal Leave of Absence for up to 12 workweeks. If the Physician does not return to work before the end date of the approved personal leave there is no expectation of continued employment.
 - b. *Justification*. Complete the Leave Form through the residency management system, and submit any required supporting documentation. The Form must be signed (electronically) by both the Program Director and the Resident or Fellow Physician with a copy kept on file in the Leave Administration Division of the Office of Human Resources.
 - 1) Enrollment with at least half-time status in a degree program at an institution of higher education that is related to the Resident or Fellow Physician's medical career is an example of a reasonable basis for a personal leave request.
5. Return to Work After Leave. The Program Director shall require a fitness for duty assessment before a Resident or Fellow Physician may be cleared to return to work from FMLA or Medical leave due to their own serious health condition. A fit for duty certificate (work release) must be presented to Leave Administration Division no later than the first day the Resident or Fellow Physician returns to work. A fitness for duty assessment may be required to return from Military Leave if indicated under the circumstances, however assessment may be waived by BCM based on available documentation (e.g., DD-214 Form). A Fitness for Duty Assessment is not required in order to return to work following a Personal Leave of Absence.
 - a. *Initiating Leave: Medical Certification Form*. A statement from a treating physician, who cannot be a Resident or Fellow Physician, is necessary if the leave of absence is due to personal/family illness or injury that extends beyond three (3) consecutive calendar days. Resident and Fellow Physicians may submit Forms (e.g. doctor's note) directly to the Leave Administration Division.
 - b. *Returning from Leave: Fitness for Duty Confirmation*. In order to return to work after a leave of absence due to illness or injury that extends beyond three (3) consecutive calendar days, the Resident or Fellow Physician must submit a statement from the treating physician that the Resident or Fellow Physician is fit to return to duty. This statement must be submitted to the Leave Administration Division.
 - c. *Fitness for Duty Disputes*. The DIO or Designee shall resolve any disputes regarding the Resident or Fellow Physician's fitness for duty in the event that disagreements arise between the Resident or Fellow Physician, Program Director, and/or Director of the Occupational Health Program.

D. **Disability.** Disability pay is not available at the Resident or Fellow Physician's request but may be available based on a demonstration of eligibility and submission of required documentation. If a Resident or Fellow Physician is unable to return to work following a disability-related absence, the benefit/insurance carrier will determine the Physician's eligibility for disability pay according to terms and conditions stated in the certificate of insurance.

1. Short-Term Disability (STD) and Long-Term Disability (LTD). As a core benefits, STD and LTD are provided at no cost to Resident and Fellow Physicians in the event that they are unable to return to work due to medical illness or injury that requires them to be absent from work for a requisite number of consecutive days. Consult the [Benefits homepage](#) for current STD and LTD eligibility requirements, limitations, and FAQs specific to Resident and Fellow Physicians.

E. **Effect of Leave of Absence.** BCM strongly encourages Resident and Fellow Physicians to actively monitor personal wellness and request Non-Vested Time-Off or a leave of absence if perceived necessary to preserve well-being or recover after a period of stress. However, Resident and Fellow Physicians must acknowledge that an approved leave of absence may result in additional training and/or makeup work mandated by the Accreditation Council for Graduate Medical Education (ACGME), other applicable program accreditors, and/or applicable certification requirements.

1. Extended Training Time.
 - a. Resident and Fellow Physicians must acknowledge that additional training after a leave of absence may be needed for successful completion of their GME program's requirements and/or Board certification requirements. The amount of STD leave, medical leave, or other leave of absence time that will necessitate additional training time for the Resident or Fellow Physician shall be determined by the Program Director and the requirements of the clinical competency committee and/or Certifying Board.
 - b. When total length of training time lost (for any reason) exceeds that permitted by the appropriate certifying Board, the Resident or Fellow Physician's promotion to the next level of training will be delayed by an amount equal to the time that needs to be made up. This delay supersedes any existing letter of appointment regarding dates, year of appointment, and stipend, but does not negate the reappointment.
2. Makeup Work. GME programs shall provide Resident and Fellow Physicians with certifying Board requirements. Time missed for any reasons beyond that permitted by the relevant certifying Board must be made up. All made up time required for GME program completion will be paid. Each GME program shall abide by these requirements and provide a copy of this policy to its Resident and Fellow Physicians.
3. Contract Amendment. If a Resident or Fellow Physician's use of paid or unpaid leave time results in an extended training or makeup work, an amendment to the Resident or Fellow Physician's contract may also be required.
4. Reporting Leave of Absence to the Texas Medical Board (TMB)/Completing TMB or other states' licensing boards' verification of training forms.
 - a. *TMB-Reportable Leave of Absence, Defined.* Unless an exception applies, the TMB requires the Training Program to report a leave of absence that exceeds 21 consecutive days, and the report must include the reasons for leave. However, use of Non-Vested Time off, family leave unrelated to a Resident or Fellow Physician's own medical condition, and military leave are the exceptions to the TMB's mandatory reporting requirement (hereafter referred to as the **TMB Reportable Leave of Absence**).
 - b. *How to Complete a TMB or Another State's Verification of Training Form.* For purposes of completing verification of training forms received from the TMB that inquire as to whether a trainee had a "leave of absence or break from training," Training Programs, GME or other BCM officials completing these forms will use the **TMB Reportable Leave of Absence** definition. This definition will also be used when completing similar forms received from other states' licensing boards, unless another state's licensing board has a different definition for leave of absence (e.g., leaves of absence of a specified duration greater or lesser than 21 consecutive days). In such instance, the other state's definition will be used by BCM persons in completing the forms.

V. Responsibilities

GME Training Programs are responsible for documenting and reporting all Resident and Fellow Physician time off as required by BCM Human Resources and Payroll policies. Resident and Fellow Physicians and Program Directors are responsible for notifying appropriate Human Resources personnel in the Leave Administration Division to approve and/or facilitate leave of absence as described in [Section IV.C](#) (above).

VI. Procedures for Implementation and Review

This Policy shall be reviewed every five years, but may be updated as necessary to maintain compliance with applicable laws, regulations, standards, or administrative urgencies identified by GME leadership.

VII. Stakeholder Compliance

N/A

VIII. Tools

- A. [Benefits homepage](#);
- B. Texas Workforce Commission: [Information on Vacation and Sick Leave](#) (explains legal requirements for private employer vacation and sick leave policies);
- C. More information on the Family and Medical Leave Act (FMLA) can be found on the Human Resources Regulatory Compliance website; by calling (713) 798-3310; or emailing leaveofabsence@bcm.edu.

IX. Related Policies

- [02.8.25 – FMLA Policy](#);
- [02.5.32 – Absenteeism and Tardiness Policy](#);
- [02.5.40 – Notice of Resignation Policy](#);
- [02.8.20 – Medical \(Non-FMLA\) Leave Policy](#);
- [02.8.56 – Jury Duty and Other Summons to Court Policy](#);
- [02.8.52 – Sick Pay Policy](#);

X. Applicable Laws, Regulations & Standards

N/A

27.3.6 - Moonlighting Policy for Resident and Fellow Physicians

Graduate Medical Education: Contractual Issues

Last Updated: 01/01/2024

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows

Established on	January 1, 2015 (v1), February 12, 2019 (V2); March 31, 2021 (V2, Modified)
Status, Date of Last Update	Current, as of January 1, 2024 (v2.2m, <i>no substantive changes necessary</i>)
Next Scheduled Review Date	March 16, 2028

I. Rationale

The purposes of this Policy are to 1) establish minimum standards with which Graduate Medical Education Training Programs must comply to avoid interfering with Resident educational performance and opportunities for rest, relaxation, and independent study made available at Baylor College of Medicine; and 2) clarify restrictions on Resident participation in paid extramural activities established by applicable laws, regulations, and Accreditation Council on Graduate Medical Education standards (see [Section X](#)), commonly known as "Moonlighting."

II. Stakeholders Affected by this Policy

This Policy applies to all Residents, as defined in this Policy.

III. Definitions

- (a) **ACGME** – Accreditation Council on Graduate Medical Education.
- (b) **Affiliated Entity** – hospital or other healthcare entity that operates separately from BCM and with which BCM has contracted to provide Training Programs to Residents at Affiliate sites.
- (c) **BCM** – Baylor College of Medicine.
- (d) **DEA Certificate** – a unique registration number that is assigned to a healthcare provider by the United States Drug Enforcement Administration (DEA), which permits the provider to write prescriptions for controlled substances.
- (e) **Moonlighting** – Working as a Physician for extra pay or benefits beyond those required to successfully complete one's Training Program. Any time Residents spend Moonlighting falls within the course and scope of the AGCME Clinical and Educational Work Hours requirements, and must be logged and reported through the electronic reporting system adopted by the Office of GME (e.g., MedHub). Moonlighting activities are divided into three categories:
 1. **Internal Moonlighting, Non-Billing Type** – occurs at an Affiliated Entity where the Resident participates in his or her Training Program, but also performs services outside the scope of the requirements of their GME Training Program. An example would be a Resident taking extra call at an Affiliated Entity where the Resident participates in a required Training Program, provided that the services furnished during Internal Moonlighting, Non-Billing Type can be separately identified from those services that are required as part of the Resident's Training Program.
 2. **Internal Moonlighting, Billing Type** – occurs when the Resident is Working as a Physician at an Affiliated Entity where he or she may or may not perform services as part of his or her Training Program, and the services furnished are separately identified from those services that are required as part of the Resident's Training Program.

3. **External Moonlighting** – occurs when the Resident Works as a Physician at any organization that is not an Affiliated Entity. An example would be a Resident working at a healthcare facility that is not affiliated with BCM and does not participate in any required elements of the Resident’s Training Program. Another example would be activities performed for a voluntary BCM faculty member that are outside the course and scope of the Training Program, such as chart dictation.
- (f) **Residents** – individuals with an appointment in a BCM GME program (i.e., residency and/or fellowship program), and individuals who are not in an approved GME program but are authorized to practice only in a hospital setting, including interns and fellows in GME programs recognized as approved for purposes of direct GME payments.
 - (g) **Training Programs** – as defined by the Texas Medical Board in [Tex. Admin. Code § 171.3\(a\)\(1\)](#), refers to clearly defined and delineated postgraduate medical education training programs that are mandatory for occupational licensure and in which BCM participates, including postgraduate subspecialty training programs approved by the ACGME, the American Osteopathic Association (AOA), or other accrediting bodies. Training Programs are administered under the direction of the BCM Office of GME and the associated Designated Institutional Official (DIO), with support from Affiliated Entities.
 - (h) **Working as a Physician** – engaging in any activity (such as telemedicine) that involves direct patient care or that may affect the future care of a specific patient or a specific patient’s ability to obtain care or insurance, whether compensated or not. To the extent that claims for payment are sought for services, the services must be identifiable as physician services, the nature of which require performance by a physician in person and contribute to the diagnosis or treatment of the patient’s condition. It includes doing extra work for extra pay.
 1. Examples of activities that would be considered Working as a Physician include:
 - working in an emergency department, medical or health facility care for patients;
 - working as a physician for a non-profit organization, such as indigent care clinics, homeless shelters, and sports organizations, such as football, soccer or Little League teams;
 - interpreting laboratory tests, imaging and other diagnostic tests;
 - working for an insurance carrier determining which patients should be covered or which procedures are necessary; and
 - reviewing charts or cases for lawyers.
 2. Examples of activities that would not be considered Working as a Physician include:
 - tutoring medical students;
 - writing a chapter in a medical text;
 - giving violin lessons; and
 - not functioning in the capacity of a licensed healthcare professional (e.g., lab tech, research assistant).

IV. Policy

- A. **Moonlighting Prerequisites.** Moonlighting is prohibited unless a Resident first demonstrates compliance with each of the following requirements:
 1. Possess lawful permanent residency (e.g., Green Card) or citizenship status in the United States of America (USA) – Any Resident whose lawful presence in the USA is contingent on acquiring or maintaining a proper visa is prohibited from engaging in any Moonlighting services. This prohibition includes situations where a program offers extra call for pay to its Residents to decrease the reliance on physician extenders;
 2. Complete at least 12 months of training – Residents who have finished less than 12 months of training in the aggregate cannot satisfy this requirement and lack the required preparedness to Moonlight in any setting;
 3. Satisfy applicable licensure and other requirements described in [Section IV.B](#); and
 4. Obtain written approval for Moonlighting – The Director of GME (or designee) must approve the intended Moonlighting activity before the provision of services by the Resident.
- B. **Licensure and Other Requirements.**
 1. Internal Moonlighting, Non-Billing Type.
 - a. *Licensure* - Residents who are approved to engage in Internal Moonlighting will be covered by BCM Professional Liability Insurance (PLI), and a Physician-in-Training (PIT) is sufficient licensure.
 - b. *Supervision* – Internal Moonlighting, Non-Billing Type services provided under a PIT must occur under the direction of a BCM faculty member who is:
 - 1) associated with the Training Program, and
 - 2) practices either in the same specialty as the Training Program, or in an area that is approved by the Training Program Director as “related” to the Training Program.
 - c. *Approval* – In order to obtain approval of the request to engage in Internal Moonlighting, Non-Billing Type and demonstrate compliance with the other requirements of [Section IV.A](#), Residents must complete and submit the Moonlighting Permission Request Form (see [Section VIII](#), below).
 - d. *Resident Compensation* – Consistent with the [Financial Support for House Staff Physicians Policy \(27.2.3\)](#), BCM pays each Resident a stipend at a rate commensurate with the years of training completed in their chosen specialty. Because Internal Moonlighting, Non-Billing Type services are associated with the Training Program for which the Resident already receives compensation from BCM, Residents do not receive additional compensation from BCM for

engaging in Internal Moonlighting, Non-Billing Type services, although an Affiliated Entity may provide supplemental pay.

2. Internal Moonlighting, Billing Type.

- a. *Licensure* – Residents involved in Internal Moonlighting, Billing Type must hold a full Texas Medical License (TML) and their own DEA Certificate. BCM PLI will be in effect for these types of services.
- b. *Approval* – In order to obtain approval of the request Residents must complete and submit the Moonlighting Permission Request Form (see [Section VIII](#), below).
- c. *Resident Compensation* – There must be a separate contract in place with the Resident that clearly states that the services to be provided are outside the Training Program and includes a separate salary that will be paid to the Resident for the Internal Moonlighting, Billing Type services that will be billed under a BCM tax identification (ID) number.

3. External Moonlighting.

- a. *Licensure* – Residents involved in External Moonlighting must hold a full TML and their own DEA certificate. BCM PLI will NOT be in effect for these types of services. Residents who engage in External Moonlighting are responsible for securing their own PLI to cover this activity.
- b. *Approval* – In order to obtain approval of the request, Residents must complete and submit the Moonlighting Permission Request Form (see [Section VIII](#), below).

C. **Duration of Moonlighting Privileges.** Moonlighting privileges are valid for either the remainder of the academic year in which they are granted or less, depending on the period requested. Moonlighting privileges expire automatically, either at the end of the academic year or at the end of the period requested. It is the Resident's responsibility to submit the Moonlighting Permission Request Form to the GME Office at least 60 days before the start of a new academic year. It is considered a lapse in professionalism to continue Moonlighting after expiration of privileges, and the lapse may result in disciplinary action in accordance with the [Progressive Discipline Policy \(02.5.18\)](#).

D. **Reporting Moonlighting Hours.**

1. Clinical and Educational Work Hours – If the Moonlighting request is approved, then Moonlighting hours must be documented and counted as Clinical and Educational Work Hours. The aggregated Clinical and Educational Work Hours log must include both Training Program time *and* time spent Moonlighting. Residents must document and timely report all Clinical and Educational Work Hours to the Office of GME as provided in the [Clinical and Educational Work Hours Policy \(27.4.03\)](#).
2. Violations – Consistent with the [Progressive Discipline Policy \(02.5.18\)](#), failure to report Moonlighting hours as Clinical and Educational Work Hours, or to timely report Moonlighting hours, will subject Residents to the following disciplinary actions:
 - first offense – Written warning and notation in Resident's file;
 - second offense – Suspension of Moonlighting privileges for 90 days; and
 - third offense – Termination of Moonlighting privileges for the remainder of the academic year.

E. **Billing for Resident Services.** Written approval from the Office of Compliance must be obtained before billing *any* services provided by a Moonlighting Resident under the tax ID number(s) of BCM. The following standards apply to consideration of the billing request:

1. Internal Moonlighting, Non-Billing Type – Resident services provided during this Type of Internal Moonlighting are NOT billable because the attending physician is responsible for billing.
2. Internal Moonlighting, Billing Type – The Resident's Internal Moonlighting services are billable only when the Resident is autonomously Working as a Physician in their core specialty outside the scope of their Training Program in an outpatient department, emergency department, or other inpatient setting of an Affiliated Entity.
3. External Moonlighting – The Resident's External Moonlighting services cannot be billed under a BCM tax ID number.

If approved, billing for these services will be conducted in a manner consistent with other applicable BCM Billing Compliance policies and procedures (e.g., 31.3.07; 31.3.09).

F. **Schedule for Policy Review.** This policy will be reviewed every two years but may be updated as needed to maintain compliance with applicable laws, regulations, or standards.

V. Responsibilities

A. **GME Office.**

1. The Director of GME is responsible for updating this Policy and answering any questions regarding policy scope and implementation.
2. The GME Office is responsible for reviewing and approving all Moonlighting requests.

3. The GME Office will work with Departments and Training Programs to monitor institutional compliance with this and other related GME policies to facilitate compliance with applicable laws, regulations, and ACGME standards (see [Section X](#), below).

B. The Senior Administrator for the Training Program's parent Department (or designee) is responsible for:

1. making contractual arrangements with the Affiliated Entity for pay to be directed to BCM for Internal Moonlighting, Billing Type;
2. making contractual arrangements for pay to be directed through the Resident's BCM payment for Internal Moonlighting, Billing Type, when the services are billed under a BCM tax ID number;
3. providing a faculty appointment to Residents who provide Moonlighting services that are billed to a third-party payer as allowed by this policy; and
4. confirming that no Residents are directly compensated by Affiliated Entities or unaffiliated third parties for Internal Moonlighting, Non-Billing Type or Internal Moonlighting, Billing Type.

C. Training Program Directors are responsible for:

1. implementing this policy and educating Residents on policy requirements;
2. reviewing Forms and approving or denying all Internal Moonlighting Requests (both Billing and Non-Billing Types); and
3. monitoring Resident performance to minimize the risk of Moonlighting activities that contribute to poor performance in the Training Program.

D. Residents are responsible for:

1. having the appropriate Texas licensure level for the type of Moonlighting activity;
2. completing the Moonlighting Permission Request Form;
3. maintaining the required Texas licensure level throughout the duration of the Moonlighting activity;
4. reporting approved Moonlighting activities through the Clinical and Educational Work Hours' portion of the electronic reporting system adopted by the Office of GME (e.g., MedHub) where applicable;
5. complying with the Moonlighting limitations and requirements outlined in this policy;
6. bringing it to the attention of GME if an affiliated institution or other entity attempts to pay or pays them directly for Internal Moonlighting, Billing Type or Internal Moonlighting, Non-Billing Type; and
7. obtaining and maintaining current DEA registration once a TML is obtained.

E. The BCM Compliance Director (or designee) is responsible for approving any request to bill for services provided by a Moonlighting Resident under the tax ID number of BCM.

VI. Procedures for Implementation and Review

A. Approval of Moonlighting Requests.

1. Using information provided in the Moonlighting Permission Request Form (see [Section VIII](#), below), the GME Office will evaluate the Resident's fitness to engage in Moonlighting under the circumstances (e.g., performance, current clinical skills evaluation, professionalism), in accordance with relevant laws, regulations, and standards (see [Section X](#), below). The GME Office may also consider relevant guidance and best practices issued by state agencies, federal agencies, or national medical or professional organizations (e.g., Association of American Medical Colleges). It is reasonable for the GME Office to deny any Moonlighting request that:
 - a. Poses a significant risk to the Resident's well-being, by undermining opportunities for rest and relaxation (e.g., Resident would not have sufficient time off between clinical work and education periods); or
 - b. threatens patient safety or is likely to impact patient outcomes.
2. If the Resident's Internal Moonlighting, Billing Type services will be billed under a BCM tax ID number, the GME Office will forward the approved Moonlighting request (regardless of category) to the Billing Department within the Office of Compliance and Audit Services (billingcompliance@bcm.edu).

B. Billing Compliance Approval. The Compliance Director (or designee) will review approved Internal Moonlighting, Billing Type requests and determine, based on current rules promulgated by the Center for Medicare and Medicaid Services, whether the Resident's Moonlighting services can be billed under a BCM tax ID number. The Compliance Director will not provide any guidance on whether or not the Resident's services can be billed under another entity's tax ID number.

C. Documentation Retention. All written documents required by this policy (e.g., Forms; Clinical and Educational Work Hours logs) must be handled as provided in the Record Retention Policy (08.4.05) and retained for the period described in the Record Retention Schedule.

VII. Tools & Related Policies

- A. Moonlighting Permission Request Form (access via MedHub),
- B. [02.5.18 - Progressive Discipline Policy](#),
- C. [27.2.3 - Financial Support for House Staff Physicians Policy](#),
- D. [27.4.01 – Professional Responsibilities and Expectations of Resident & Fellow Physicians](#).
- E. [27.4.03 - Clinical and Educational Work Hours Policy](#).

VIII. Applicable Laws, Regulations & Standards

A. **Laws & Regulations.**

- 1. [42 CFR 415.206](#);
- 2. [42 CFR 415.208](#);
- 3. [Medicare Benefit Policy Manual 100-02, Chapter 15, Section 30.3.B](#);
- 4. [22 TAC 171.3](#).

B. **ACGME Common Program Requirements.**

- 1. Residency Requirements: Last Updated [February 2023](#) (see VI.F.5. Moonlighting)
- 2. Fellowship Requirements - Last Updated [February 2023](#) (see VI.F.5. Moonlighting)
- 3. [ACGME Clinical and Educational Work Hours Policy](#);
- 4. [Guidelines for Teaching Physicians, Interns, and Residents \(March 2017\)](#);

27.3.7 - Independent Practice by Fellow Physicians Policy

Graduate Medical Education: Contractual Issues

Last Updated: 05/26/2021

Original policy date: 05/26/2021

Applies to: Faculty, Staff

Policy Status, Date of Last Review or Modification	Current, as of May 26, 2021
Next Scheduled Review Date	May 1, 2023

I. Rationale

- A. Fellow Physicians who have already completed residency programs in their core specialty and are eligible for full licensure pursuant to the Texas Medical Board's Medical Practice Act (see [22 Tex. Admin. Code § 163.2](#)) have demonstrated sufficient competence and may be approved by Baylor College of Medicine to enter independent practice within their core specialty as provided in this policy. Opportunities for independent practice are designed to enhance maturation and competence in their core specialty, and place Fellow Physicians in dual roles in the health system: as learners in their subspecialty, and as independent practitioners in their core specialty.
- B. The purposes of this Policy are to 1) establish minimum standards with which Graduate Medical Education Fellowship Training Programs must comply to avoid interfering with educational performance and opportunities for rest, relaxation, and independent study; and 2) clarify restrictions on Fellow participation in independent practice established by applicable laws, regulations, and Accreditation Council on Graduate Medical Education standards.

II. Stakeholders Affected by this Policy

This Policy applies to all Fellow Physicians who participate in any Baylor College of Medicine Graduate Medical Education Fellowship Training Program and eligible to become Independent Practitioners in accordance with this Policy. This policy doesn't apply to fellows in Texas Medical Board Fellowships (TMB), who should consult TMB or BCM-affiliate policies.

III. Definitions

- (a) **ACGME** – Accreditation Council on Graduate Medical Education.
- (b) **BCM** – Baylor College of Medicine.
- (c) **DEA Certificate** – a unique registration number that the U.S. Drug Enforcement Administration assigns to a healthcare provider to enable prescriptions for controlled substances.
- (d) **DIO** – Designated Institutional Official for Graduate Medical Education Training Programs sponsored by BCM.
- (e) **GME** – Graduate Medical Education.
- (f) **Independent Practice** – autonomously evaluating, treating, and billing patients with diagnoses/conditions covered within the Independent Practitioner's core specialty, and/or autonomously supervising clinical learners within the Independent Practitioner's core specialty.
- (g) **Independent Practitioner** – a Fellow Physician with a full Texas medical license, a DEA certificate, is board certified or board eligible in their primary specialty, credentialed at the appropriate BCM-affiliate hospital, and authorized to engage in an Independent Practice experience offered by a BCM GME Training Program.
- (h) **Fellow Physician** – an individual with an appointment in a BCM ACGME-approved Fellowship Training Program that is recognized as approved for purposes of direct GME payments.
- (i) **Training Programs** – as defined by the Texas Medical Board in [22 Tex. Admin. Code § 171.3\(a\)\(1\)](#), are clearly defined and delineated postgraduate medical education training programs approved by the ACGME. Training Programs are administered

under the direction of the BCM Office of GME and the DIO, with support from the Office of the Provost and/or BCM affiliated institution.

IV. Policy

- A. **GME Fellowship Training Programs: GMEC Approval Required to Offer Independent Practice Learning Experiences.**
1. **Criteria**—Training Programs interested in offering this learning activity must submit an application to the Dean’s Resident Manpower Advisory Subcommittee (“DRMAC”) of the Graduate Medical Education Committee (“GMEC”) using the Independent Practice Request Form (see Section VIII, below). The GMEC will assess the quality of the Program based on the following factors:
 - a. ACGME Letters of Notification to the program from the past 3 years (Fellowship Training Programs with any current citations are not eligible to offer Independent Practice learning experiences);
 - b. Resident and Fellow surveys for the past 3 years; and
 - c. Current Annual Program Evaluation Action Plan.
 2. **Billing** – Written approval from the Office of Compliance must be obtained before billing any Independent Practice services provided by a Fellow Physician under the tax ID number(s) of BCM. Billing of any Independent Practice services must be consistent with the requirements of BCM’s Teaching Physician Rules Policies (see Section IX, [31.3.07](#) and [31.3.09](#)) to the extent that the Independent Practitioner is acting as a “teaching physician” in their core specialty.
 3. **Program Performance Review** - If at any time, the training program is underperforming and/or is asked to undergo an internal review or unplanned site visit by the ACGME, the Independent Practice Program will be paused and must undergo another formal review by DRMAC/GMEC. Upon recommendation of the DRMAC/GMEC, the DIO or Designee may revoke approval for Independent Practice Learning experiences offered by underperforming Training Programs.
- B. **Independent Practitioners: Approval of the DIO and Program Director Required.** After all prerequisites are satisfied, a Fellow Physician must work with an approved GME Training Program to seek approval from their Program Director and the DIO or Designee to become an Independent Practitioner. Independent Practice must be conducted according to the terms and standards provided below.
1. **Prerequisites for Eligibility** - Independent Practice is prohibited unless a Fellow Physician first demonstrates compliance with all of the following requirements:
 - a. Possess lawful permanent residency (e.g., Green Card) or citizenship status in the United States of America (USA). Any Fellow Physician whose lawful presence in the USA is contingent on acquiring or maintaining a proper visa is prohibited from engaging in any Independent Practice.
 - b. Successfully complete an ACGME or AOA accredited residency program.
 - c. Be specialty board-certified or board-eligible in their core specialty.
 - d. Successfully complete the credentialing process at applicable BCM-affiliated hospital(s)/clinics.
 - e. Hold a full Texas Medical License and their own DEA Certificate.
 - f. Be in good academic standing within their Training Program.
 2. **Insurance** – Independent Practitioners will be covered by BCM Professional Liability Insurance.
 3. **Compensation** – Consistent with the Financial Support for House Staff Physicians Policy (27.2.3), BCM pays each Fellow Physician a stipend at a rate commensurate with the years of training completed in their chosen specialty. Because Independent Practice services are associated with the Training Program for which the Fellow already receives compensation from BCM, Fellows do not generally receive additional compensation from BCM for engaging in Independent Practice services. Training Program personnel and Resident and Fellow Physicians should consult their Member Boards for specific requirements related to compensation for Independent Practice.
 4. **Clinical and Educational Work Hours** – If Independent Practice is allowed by their respective ACGME specialty residency review committee and the BCM fellowship Training Program elects to pursue this option, hours spent in Independent Practice must not exceed 20 percent of the Fellow Physician’s time per week or 10 weeks of an academic year, in compliance with the requirements of the [Clinical and Educational Work Hours Policy \(27.4.03\)](#) as well as any applicable emergency or non-emergency pandemic response guidelines or standards.
 5. **Effect of Independent Practice on Length of Training** - Fellows may not aggregate this Clinical and Educational Work Hours allowance to complete training early or make up extensions in training for any reason.
 6. **Duration of Privileges** – Once granted, Independent Practice privileges are valid for the duration of the Fellowship.

V. Responsibilities

- A. The **Office of GME** is responsible for:
1. Ensuring periodic review of this Policy, effectuating updates as necessary, and answering any questions regarding policy scope and implementation.
 2. Reviewing and approving all Fellow Independent Practice Requests.
 3. Working with Departments and Training Programs to monitor institutional compliance with this and other related GME policies to facilitate compliance with applicable laws, regulations, and ACGME standards (see Section X, below).

- B. The **Senior Administrator** for the Training Program's department/section (or designee) is responsible for providing a faculty appointment to Fellows who are authorized to provide Independent Practice services that are billed to a third-party payer as allowed by this policy.
- C. **Training Program Directors** are responsible for:
1. Implementing this policy and educating Fellow Physicians on the permitted scope of Independent Practice and associated requirement.
 2. Submitting the request for Fellow Independent Practice to the GME office.
 3. Monitoring Fellow Physician performance to minimize the risk of Independent Practice activities that contribute to poor performance in the Training Program.
- D. **Fellows** are responsible for:
1. Maintaining full Texas Medical Licensure (TML) throughout the duration of the fellowship as required for Independent Practice activity.
 2. Reporting approved Independent Practice hours through the electronic reporting system adopted by the Office of GME for the purpose of logging Clinical and Educational Work Hours (MedHub) where applicable.
 3. Complying with the Independent Practice hour limitations and other requirements outlined in this policy.
 4. Obtaining and maintaining current DEA registration.
 5. Obtaining and maintaining BCM-affiliated hospital credentials and practice privileges.
- E. The **BCM Compliance Director** (or designee) is responsible for approving any request to bill for services provided by an Independent Practitioner under a BCM tax ID number.

VI. Procedures for Implementation and Review

- A. **Approval of Independent Practice Requests.**
1. Training Program Requests - Using information provided in the appropriate Independent Practice Form (see Section VIII, below), the GMEC will evaluate the Fellowship Training Program in accordance with relevant laws, regulations, and standards (see Section X, below). The GMEC may also consider relevant guidance and best practices issued by state agencies, federal agencies, or national medical or professional organizations (e.g., Association of American Medical Colleges).
 2. Fellow Physician Requests - The GMEC and Program Directors will deny any Fellow Physician's request to engage in Independent Practice when the request:
 - a. Poses a significant risk to the Fellow's well-being, by undermining opportunities for rest and relaxation (e.g., Fellow would not have sufficient time off between clinical work and education periods); or
 - b. Threatens patient safety or is likely to impact patient outcomes; or
 - c. Will negatively affect the education of residents in that Fellow Physician's core specialty program.
- B. **Billing Compliance Approval.**
1. If the Fellow's Independent Practice services will be billed under a BCM tax ID number, the GME Office (on behalf of the DIO and Program Director) will forward the approved Independent Practice request to the Billing Department within the Office of Compliance and Audit Services (billingcompliance@bcm.edu).
 2. The Compliance Director (or designee) will review approved Independent Practice requests and determine, based on current rules promulgated by the Center for Medicare and Medicaid Services, whether the Fellow's Independent Practice services can be billed under a BCM tax ID number. The Compliance Director will not provide any guidance on whether or not the Fellow's services can be billed under another entity's tax ID number.
- C. **Record Retention.** All written documents required by this policy (e.g., Fellow independent practice forms; Work Hour logs) must be handled as provided in the [Record Retention Policy \(08.4.05\)](#) and retained for the period described in the [Record Retention Schedule](#).
- D. **Policy Review & Update.** This Policy will be reviewed and revised as necessary, but at least every two years, or more frequently based on changes to applicable law or urgencies identified by senior leadership.

VII. Stakeholder Compliance

Noncompliance with this policy can result in termination of Independent Practice privileges, interference with the Fellow's timely completion of his or her Training Program, or monetary penalties to the Fellow or BCM under applicable state and federal laws and regulations governing the billing of health care items and services provided by an Independent Practitioner.

VIII. Tools

- Independent Practice Request Form;

- Clinical and Educational Work Hours Log;

IX. Related Policies

- [02.5.18 – Progressive Discipline Policy](#);
- [08.4.05 – Record Retention Policy](#);
- [27.2.3 – Financial Support for House Staff Physicians Policy](#);
- [27.4.03 – Clinical and Educational Work Hours Policy](#);
- [31.3.07 – Teaching Physician Rules: E/M Services](#);
- [31.3.09 – Teaching Physician Rules: Non-E/M Services](#);

X. Applicable Laws, Regulations & Standards

A. Laws & Regulations.

- [22 Tex. Admin. Code § 163.2](#) (Full Texas Medical License);
- [42 CFR § 415.206](#) (Services of Residents in Non-provider Settings);
- [42 CFR § 415.208](#) (Services Furnished by Physicians in Providers, Supervising Physicians in Teaching Settings, and Residents in Certain Settings);
- Medicare Benefit Policy Manual 100-02, [Chapter 15, Section 30.3.B](#);

B. Standards.

- [Accreditation Council on Graduate Medical Education: Common Program Requirements](#); see also: [2020 Requirements](#) for Residents, and [2020 Requirements](#) for Fellowships;
[ACGME Clinical and Educational Work Hours Policy](#);
- CMS Guidelines for Teaching Physicians, Interns, and Residents ([March 2018](#));

27.4.01 - Professional Responsibilities and Expectations of Resident and Fellow Physicians

Graduate Medical Education: Responsibilities of House Staff Physicians

Last Updated: 11/20/2019

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows

I. Rationale

- A. Baylor College of Medicine (BCM) is committed to the values of integrity, respect, teamwork, innovation, and excellence, and requires all Resident and Fellow Physicians to practice these values consistently during the performance of professional, clinical, and scholarly duties. Creating and sustaining an environment reflective of BCM values is the responsibility of every individual at BCM.
- B. Resident and Fellow Physicians are expected to provide competent and compassionate patient care, work effectively with other members of the health care team, maintain patient safety, and support health care quality. In order to satisfy these expectations, each Resident or Fellow Physician must demonstrate respect and professionalism in personal conduct, demeanor, and communication with patients, family members, peers, Learners who are completing clinical rotations under resident or fellow supervision, other health care professionals on the care team, and clinic support staff or hospital administrators. Resident and Fellow Physicians must practice under the supervision of attending faculty members, who hold Resident and Fellow Physicians directly accountable for all matters related to the professional care of patients. Program Directors, in conjunction with Clinical Competency Committees, hold ultimate responsibility for ensuring that Resident and Fellow Physicians meets all necessary competencies for independent professional practice. Alleged deviations from these professional responsibilities by Resident and Fellow Physicians are reported to the Office of Graduate Medical Education.
- C. In accordance with relevant school, program, and institutional accreditation standards for College operations (see [Section X](#), below), BCM promotes a culture of mutual respect between teacher and Learner and works to ensure that the working and learning environment is free from conduct by faculty, staff, supervising Resident and Fellow Physicians, Learners, or others that could be reasonably interpreted as a Lapse in Professionalism or other conduct prohibited by BCM policies.
- D. The purposes of this policy are to:
 1. Describe standards for respectful and professional conduct in the BCM working and learning environment, and to provide notice to Resident and Fellow Physicians that compliance with these standards is necessary to perform according to expectations;
 2. Describe BCM's obligations to:
 - a. respond to allegations of unprofessional behavior,
 - b. implement procedures for investigation and resolution of potential violations of this policy, and
 - c. monitor trends in professional behavior.
 3. Potential consequences for noncompliant Resident and Fellow Physicians, Employees, and Learners.

II. Stakeholders Affected by this Policy

Compliance with this policy is mandatory for all Resident and Fellow Physicians, BCM Community Members, Employees, and Learners.

III. Definitions

- (a) **BCM Community Members** refers to all current BCM patients, officers and board members, volunteers, and guests.
- (b) **Employees** refer to all faculty, staff (including course directors, clerkship directors, and attending physicians), Resident and Fellow Physicians, and contractors, who receive employment compensation from BCM.
- (c) **Conflict of Interest** occurs when the private interests (financial or otherwise) of an individual or members of their immediate family have the potential to create an actual or perceived bias in an individual's obligations to the College, such that an independent observer might reasonably question whether actions or decisions are being made in the best interest of the

College. A Conflict of Interest may exist whether or not decisions are affected by a personal interest. The existence of a conflict does not depend on a person's character or intent, but rather on the situation and the appearance.

- (d) **DIO** refers to the Designated Institutional Official for Graduate Medical Education.
- (e) **GME** means Graduate Medical Education.
- (f) **GMEC** means the Graduate Medical Education Committee.
- (g) **Grievance** is a complaint arising out of a suboptimal experience or another situation that adversely affects the Resident or Fellow Physician's experience in the learning and working environment.
- (h) **Learners** refers to all students currently enrolled in any BCM school and degree-granting program, as well as postdoctoral and pre-doctoral trainees who are invited to complete time-limited learning experiences that are administered by designated BCM departments and that do not require enrollment.
- (i) **Intellectual Property**, as defined by the [Policy on Patents and Other Intellectual Property \(20.8.01\)](#), means inventions, know-how, trade secrets, technology, research data and notes, proprietary information, copyrightable or copyrighted works, trademarks, service marks and trade names, and related rights.
- (j) **Lapse in Professionalism** refers to performance by an individual that is below the expectations for respectful and professional behavior established by this Policy and related College policies (see [Section IX](#) for a non-exhaustive list). On the recommendation of a Program Director, a Resident and Fellow Physician may be required to complete remediation to cure a Lapse in Professionalism.
- (k) **PD** means Program Director.
- (l) **PHI** means Protected Health Information, as defined by the [Health Insurance Portability and Accountability Act of 1996](#) and associated amendments and federal regulations.
- (m) **Professional Review Action**, as defined in [Tex. Occ. Code § 151.002](#), means the evaluation of medical and health care services, including evaluation of the qualifications and professional conduct of professional health care practitioners and of patient care provided by those practitioners. A Professional Review Action against a physician (i.e., faculty, staff, resident, or fellow) may include assessment of:
 - the merits of a complaint relating to a health care practitioner, and a determination or recommendation regarding the complaint;
 - accuracy of a diagnosis;
 - quality of care provided by a physician or other clinician;
 - reports made to the GME Medical Peer Review Committee (GME MPRC) that concern activities under that its authority;
 - A report made by a BCM affiliated hospital's medical peer review committee to the GME MPRC, or by the GME MPRC to another committee, the BCM Board of Trustees, or Texas Medical Board as permitted or required by law; and/or
 - Implementation of the duties of the GME MPRC by a member, agent, or employee of the GME MPRC.
- (n) **Prohibited Substance**, as defined by BCM's [Substance and Alcohol Abuse Policy \(02.5.34\)](#), refers to any illegal drug, controlled substance, prescription drug, or an over-the-counter medicine that poses a risk of abuse or misuse that deviates from the prescribed or recommended dosage
- (o) **Resident and Fellow Physicians** means individuals with an appointment in a BCM GME residency or fellowship program, and individuals who are not in an approved GME program but are authorized to practice only in a hospital setting, including interns and fellows in GME programs recognized as approved for purposes of direct GME payments.
- (p) **Weapon** is defined by the [Weapons and Firearms on Campus Policy \(18.2.01\)](#).
- (q) **Wellness Concern** is defined by the [Student Leave of Absence Policy \(23.1.12\)](#), refers to a situation that would cause a reasonable person to believe that a Learner is in distress, meaning the Learner is experiencing a non-emergent medical condition, or experiencing an emergent medical condition that may affect the student's physical or physiological equilibrium, psychological stability, or ability to continue their chosen program of study.
- (r) This Policy adopts definitions provided in BCM's [Policy Regarding Harassment, Discrimination, and Retaliation \(02.2.25\)](#) for the following terms:
 - **Discrimination**,
 - **Harassment**, and
 - **Retaliation**.
- (s) This Policy adopts the following definitions provided in BCM's [Sexual Misconduct and Other Prohibited Conduct Policy \(02.2.26\)](#):
 - **Sexual Misconduct** (Non-consensual sexual contact or attempted contact), and
 - **Prohibited Conduct** – means Dating Violence, Domestic Violence, Sexual Assault, Sexual Exploitation, Sexual Harassment, Sexual Misconduct, and Stalking, as defined by 02.2.26.

IV. Policy

A. **Professionalism: Duties and Expectations of Resident and Fellow Physicians.**

1. Advocate for Patient Safety and Quality of Care. Resident and Fellow Physicians must provide timely, safe, and high quality patient care. Compliance with this standard also requires Resident and Fellow Physicians to promptly report any perceived unsafe conditions in the hospital or clinic work site, especially conditions that require immediate deviation from usual practices. Depending on the nature and location of the potentially unsafe condition, reports should be directed as described in [Section VI.A](#) (below).

- a. **Unsafe Working Conditions in BCM Clinics and on the BCM Campus.**
 - 1) *Alleged Learner Impairment.* Consistent with Respectful and Professional Learning Environment Policy (23.2.01) and Student Leave of Absence Policy (23.1.12), alleged alcohol or drug misuse by a Learner should be reported directly to the Learner's School Dean or the Associate Provost for Diversity, Inclusion, Equity, and Student and Trainee Services. The School Dean will investigate all allegations and take necessary steps to preserve patient safety and a safe learning and working environment.
 - 2) *Disruptive or Violent Behavior by a Patient or Community Member* – refer to [Section IV.A.6](#) (below).
 - 3) *Environmental Safety Issues* - Contact the [BCM Office of Environmental Safety](#) directly to report issues related to biological, chemical, lab, radiation, and occupational health program safety, as well as any potentially life threatening emergencies (e.g., chemical spills; issues with biological waste or air quality). The Office of Environmental Safety also maintains emergency and disaster response preparedness plans for the College and BCM departments.
 - 4) *Learner Wellness Concerns (Observations of Strange or Disruptive Behavior)* – during clinical supervision of a Learner, Resident and Fellow Physicians may observe inappropriate behavior or other events indicating that a Learner may be in physical, mental, or emotional distress. Good faith concerns about a Learner's health or wellness should be reported informally, by contacting the Learner's School Dean or Program Director, or formally by contacting the [Integrity Hotline](#). Refer to Student Leave of Absence Policy (23.1.12) for more information about possible Wellness Concerns.
 - 5) *Patients with Suicidal Ideations or Threatening Self-Harm* – follow the [Suicide & Self-Harm Precautions Procedures \(26.2.09\)](#) when a patient who is at risk for suicide or self-harm is seen in or calls into BCM clinics or the Patient Resource Center.
 - 6) *Prohibited Weapons* - contact the [BCM Security Office](#) directly to report the possession or open carry of Weapons prohibited on the BCM Campus and in facilities owned or operated by the College (see [Section IX](#), 18.2.01 and 13.5.04).
 - 7) *Threats or Acts of Violence by an Employee or Learner* - contact the [BCM Security Office](#) directly to report any act of intimidation, threat of imminent violence, or actual violence against the Resident or Fellow Physician or another Employee or Learner (see [Section IX](#), 02.5.72).
 - b. **Unsafe Working Conditions in Affiliate Hospitals and Clinics** – refer to the affiliate hospital's policies and procedures and report unsafe working conditions in the facility as provided therein, or consult practice guidelines provided by the physician's department.
2. **Comply with Policies and Procedures.** Resident and Fellow Physicians must comply with all applicable BCM policies and procedures (see [Section IX](#), below), as well as applicable policies, procedures, and rules of BCM-affiliated hospitals to which they are assigned. Any disputes with affiliate personnel should be resolved through the medical staff channels provided at the affiliates' hospitals.
 3. **Demonstrate Honesty and Integrity at All Times.**
 - a. Adhere to the [BCM Code of Conduct \(31.1.01\)](#), develop knowledge of evidence-based medicine through participation in scholarly opportunities or activities sponsored by BCM GME programs and/or affiliated hospitals, and apply knowledge and ethical standards in patient care.
 - b. Ensure scholarly work is original and/or contains citations to original works created or copyrighted by other persons when appropriate. Plagiarism is prohibited.
 - c. Log duty hours honestly and promptly, including any time spent moonlighting, as required by the [Moonlighting Policy \(27.3.6\)](#) and [Duty Hours Policy \(27.4.03\)](#). Timely and accurate logging of duty hours helps Resident and Fellow Physicians assess levels of fatigue and apply fatigue mitigation strategies. Untimely or inaccurate logging of duty hours may impact paid vacation time as provided in the [GME Vacation and Leave Policy \(27.3.5\)](#).
 - d. Patient electronic medical records (EMR) and other documentation that is created or modified by Resident and Fellow Physicians must be accurate and complete, and entries must be authenticated as required by law.
 4. **Maintain BCM's Culture of Respect and Professionalism.**
 - a. BCM and individual GME training programs work to ensure that Resident and Fellow Physicians appropriately represent both the College and the program while working at BCM Clinics and affiliate hospitals by enforcing Resident and Fellow Physician compliance with the [Respectful and Professional Work Environment Policy \(02.5.39\)](#). Resident and Fellow Physicians are representing BCM as well as their particular residency or fellowship program during the performance of professional duties, and must maintain standards for respect and professionalism described in this Policy and other related policies, such as the [Learner Mistreatment Policy \(23.2.02\)](#).
 - b. Although individual GME programs may establish guidelines and program-based policies or procedures that apply to their Resident and Fellow Physicians, such program-specific guidelines, policies, and procedures must be consistent with institutional GME policies and other BCM policies.
 5. **Self-Refer or Report Resident and Fellow Physicians and Other Employees Who Appear to Be Impaired.**

- a. *Alleged Drug or Alcohol Misuse.* Consistent with BCM's Substance and Alcohol Abuse Policy (02.5.34), the use, possession, distribution, dispensing, or sale of a Prohibited Substance in any facility owned, operated, or leased by BCM, and the consumption of alcohol in excess of the legal limit before scheduled service at BCM clinics or affiliate hospitals, supervision of Learners, or participation in other academic or professional activities, are prohibited. On reasonable suspicion of drug or alcohol use in violation of these standards, Resident and Fellow Physicians and other Employees may be required to submit to testing in order to maintain employment. The Substance and Alcohol Abuse Policy describes potential indicators of drug or alcohol use (see [Section IX](#), 02.5.34). Resident and Fellow Physicians should report alleged drug or alcohol misuse to the Employee's Department Chair or Section Chief, who must document any reported observations, and has discretion to mandate testing by the BCM Occupational Health Program (OHP). Alleged drug or alcohol misuse by a Resident or Fellow Physician should be reported to the Physician's PD and the Office of GME. The Resident or Fellow Physician may be referred to BCM OHP for testing.
 - b. *Observations of Strange, Disruptive, or Inappropriate Behavior.* If a Resident or Fellow Physician observes strange or disruptive behavior by another Employee signifying that the Employee may be in physical, mental, or emotional distress, then the Resident or Fellow Physician is expected to report observations of the potentially impairing condition. Good faith concerns about an Employee's health or wellness may be reported informally, by contacting the Employee's Department Chair or the [Office of Student and Trainee Services](#) (if the Employee is a resident or fellow) to make a verbal report (713-798-8646). Formal reports of alleged impairment may be made by contacting the [Integrity Hotline](#), which offers an anonymous reporting option. The Department Chair must document the alleged strange, disruptive, or inappropriate behavior (if informal), investigate whether impairment exists, and if it adversely affects the Employee's work or the functioning of the unit, as provided in the Employee Fitness for Duty Policy (see [Section IX](#), 02.5.64).
6. Report and Follow-Up on Patient Safety Events, Disruptive Patient Behavior, and Incidents of Violence. In the event of disruptive or violent behavior by a BCM patient, visitor, or guest in BCM Clinics, the Resident or Fellow Physician must first secure their own safety (and if possible attend to safety of patients in the surrounding area) before alerting colleagues and reporting the behavior to a supervisor. Resident and Fellow Physicians must all report patient safety events, including adverse events, close calls, near misses, and unsafe conditions as provided below. Resident and Fellow Physicians are also required to follow-up on the disposition and actions resulting from their event reports. This includes mandatory and good faith participation in Professional Review Actions and other peer review procedures if required or assigned by BCM or an affiliate hospital.
 - a. *BCM Clinics* – Patient safety events must be reported through the [BCM Incident Report System](#), as established in the Event and Complaint Reporting Policy and associated procedures (see [Section IX](#), 26.2.08 and 26.1.26).
 - b. *Affiliate Hospitals* – report patient safety events using the hospital's adverse event reporting system.
7. Report Perceived Mistreatment of and Lapses in Professionalism Against a Resident or Fellow Physician. Resident and Fellow Physicians are strongly encouraged to report perceived Mistreatment and Lapses of Professionalism observed in interactions with attending physicians and other faculty and staff colleagues by filing a Grievance through the [Integrity Hotline](#). Informal reports may be made to [the Office of Student and Trainee Services](#) (713-798-8646). Resident and Fellow Physicians must also avoid the Mistreatment of Learners they may teach or supervise, as required by the Learner Mistreatment Policy (23.2.02).
8. Supervise Learners Completing Clinical Rotations. The teaching role is a rewarding and unique responsibility that should be honored accordingly. An integral part of Graduate Medical Education is the dual functioning of Residents and Fellow Physicians as both responsible physicians and educators. As established in the [Compact between Teachers, Learners, and Educational Staff](#) (see [Section VIII](#), below), Resident and Fellow Physicians are responsible for demonstrating their skill, knowledge, and professionalism to medical students and fellow members of the house staff. Resident and fellow Physicians are also required to comply with the Clinical Supervision of Medical Students Policy (see [Section IX](#), 28.1.08) and instruct medical students regarding expectations for professionalism and the range of procedures and tasks commensurate with their level of competence. Associated duties include supervising medical student patient care and patient work-ups as well as demonstrating and teaching procedures consistent with high quality care and patient safety best practices.
9. Avoid and Disclose Perceived Conflicts of Interest.
 - a. *Financial and Other Outside Interests.* In compliance with the Disclosure of Outside Interests Policy (see [Section IX](#), 31.2.01), Resident and Fellow Physicians are responsible for avoiding Conflicts of Interest, avoiding engagement in prohibited activities (see [31.2.01, Section IV.B](#)), and disclosing any perceived Conflicts to the Office of Compliance as provided in that Policy.
 - b. *Learners and Educators.* When Resident and Fellow Physicians are teaching, supervising, or providing health care services to Learners, Resident and Fellow Physicians are also responsible for avoiding Conflicts of Interest with those Learners. As provided in the Educator Conflicts of Interest Policy (see [Section IX](#), 23.2.04), Resident and Fellow Physicians will avoid participating in the assessment, interview, or promotion of any current or prospective Learner

with whom the Resident or Fellow Physician has an existing personal relationship or other significant connection, including a preexisting physician-patient relationship, and disclose the existence of a conflict to the Learners School Dean or Designee (see 23.2.04, Section VI).

10. Remediate Lapses in Professionalism.

- a. The Office of GME and all program personnel, with the support of affiliate hospital staff, ensure that BCM GME programs offer ethical and humanistic training that emphasizes excellence overall, including in the safety and quality of patient care delivered by Resident and Fellow Physicians presently and in future practice, as well as in professionalism.
- b. When an Employee, Learner, affiliate hospital representative, or BCM Community Member reports an alleged Lapse in Professionalism by a Resident or Fellow, the Resident or Fellow Physician has an obligation to cooperate with GME program's efforts to investigate and resolve the matter, including participation in a Professional Review Action (if applicable) and/or completion of any remediation activities assigned by the PD.

B. Noncompliance.

1. Remediation. Resident and Fellow Physicians who fail to satisfy professionalism duties and expectations described in this Policy will be subject to remediation, as described in [Section VI.A](#) (below). Remediation is characterized as an informal, non-disciplinary, educational supplement designed to enhance the education and professional competency of Resident and Fellow Physicians. However, failure to complete remediation activities and/or demonstrate required professionalism competencies or skills by the agreed upon deadline will result in restriction(s) on the practice privileges of the Resident or Fellow Physician.
 - a. Resident and Fellow Physicians who fail to satisfy professionalism expectations articulated in other BCM policies may be subject to remediation, a Professional Review Action, and/or adverse action.
2. Practice Restrictions. Practice restrictions communicate the urgency and gravity of the proposed remediation, and are necessary to facilitate improved competency, ensure the wellbeing of all members of the care team, and preserve patient safety. Practice restrictions progress in severity each time a remedial action plan is incomplete past the deadline or fails to enhance the professional competencies at issue. Restrictions may be imposed on a case by case basis according to the nature and severity of the Lapse in Professionalism, or imposed sequentially in response to repeated instances of similar unprofessional behavior. Restrictions will remain in effect until remedial education plan is complete or the Lapse in Professionalism is cured.
 - a. *Initial Lapse in Professionalism* – the Resident or Fellow Physician will be placed off duty.
 - b. *Second Lapse in Professionalism* – the Resident or Fellow Physician will be removed from payroll.
 - c. *Third Lapse in Professionalism* – a letter will be placed in the Resident or Fellow Physician's file indicating professionalism concerns.
 - d. *Fourth Lapse in Professionalism* – adverse action will be taken against the Resident or Fellow Physician.
3. Professional Review Action. Professional Review Actions are not designed to punish physician and clinician participants, but rather to evaluate the decision-making, conduct, qualifications, and/or competency of the physician who is the subject of the Action and the impact of those factors on patient care and/or professional interactions with others (including peers, Learners, patients, and other Employees) in the working and learning environment.
 - a. GME Medical Peer Review Committee (GME MPRC). Professional Review Actions are administered by the GME MPRC, which is authorized to evaluate the quality of medical and health care services or the competence of physicians, including evaluation of the physician's performance of such services according to applicable laws, regulations, BCM or affiliate policies, and standards of care.
 - b. *Scope of Work.* The GME MPRC is an advisory body and not disciplinary in nature. The peer review process is characterized by fact finding, analysis, and study of events by Resident and Fellow Physicians that is focused on obtaining all relevant information in order to implement collegial problem-solving. The activities of the GME MPRC will be governed by bylaws approved by the BCM Board of Trustees, which will be implemented as described in [Section VI.B](#) (below).
 - c. *Appointment.* GME MPRC members will be nominated by the Graduate Medical Education Committee in consultation with the GME Patient Safety Officer, and appointed by the Senior Associate Dean for GME.
 - d. *Confidentiality.*
 - 1) Each proceeding and record of the GME MPRC is confidential, and any communication made to the Committee is privileged (see Tex.Occ. Code § 160.007(a)).
 - 2) Unless disclosure is authorized by law, a record or determination of or a communication to the GME MPRC is not subject to subpoena or discovery and is not admissible as evidence in any civil judicial or administrative proceeding without waiver of the privilege of confidentiality, which must be executed in writing by the GME MPRC after consultation with the Office of Risk Management.
 - 3) If required by applicable laws, regulations, standards, or to effectuate this Policy, a record or proceeding of the GME MPRC as well as written and oral statements disclosed to the GME MPRC may be disclosed to:
 - (a) The peer review committee of a BCM-affiliated hospital or other peer review committee;

- (b) An appropriate state or federal agency;
- (c) a national accreditation body;
- (d) the Texas Medical Board;
- (e) the state board of registration or licensing of physicians in another state.

4. **Adverse Action.** Lapses in Professionalism that remain uncured through remediation will result in adverse action (see [Section IX](#), 27.6.1). In the event of an adverse action, the student may seek redress through appeal.

C. Expectations for BCM Oversight.

1. **Resident & Fellow Compliance.** Violations of this policy are considered Lapses in Professionalism that will result in remediation (which may include corrective action and practice restrictions against Resident and Fellow Physicians), a Professional Review Action, and/or adverse action.
2. **Policy and Procedure Enforcement.** PDs will administer remediation procedures provided in [Section VI.A](#), while the GME MPRC will implement Professional Review Actions (see [Section VI.B](#)).

V. Responsibilities

- A. **Resident and Fellow Physicians.** The primary responsibility of the resident/fellow is the attainment of professional competence in his/her chosen field along with a sense of commitment to the practice of medicine, and to the safe, effective, ethical, and compassionate care and treatment of patients as individuals. These goals are achieved through the resident/fellow's devotion to his/her professional education in all forms, including supervised service to patients as well as emphasis on the scientific and objective studies of disease. All BCM Resident and Fellow Physicians are expected to achieve competence in patient care and medical knowledge pertinent to their chosen specialty. Resident and Fellow Physicians are also expected to achieve competence in professionalism, interpersonal and communication skills, systems-based practice, and practice-based learning and improvement. Providing a high quality of patient care is essential to maintaining excellence in a residency education program.
- B. **GME Program Directors.** The Accreditation Council for Graduate Medical Education establishes six core competencies applicable to all BCM-sponsored residency and fellowship programs, as demonstrated in principle learning objectives. Relationships established between members of the faculty and Resident and Fellow Physicians are based upon mutual respect and collaboration toward the achievement of those objectives. Responsibility for in-patient care is of prime importance in providing high quality graduate medical education and training, and thus as the Resident or Fellow Physician progresses in training and competence, their patient care responsibilities will increase. In addition, Resident and Fellow Physicians 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.
- C. **Office of GME.** The Office of GME will monitor the compliance of PDs with this Policy, and ensure that all GME MPRC activities are consistent with their bylaws and never include disciplinary action within their scope of work.

VI. Procedures for Implementation and Review

- A. **Remediation.** Before recommending adverse action be taken against a Resident or Fellow Physician, the Program Director shall initiate remediation of the Lapse in Professionalism.
 1. **Step 1: Verbal Counseling.** The PD shall make certain that the Physician's training file contains written documentation of one or more attempts to remediate the behavior or performance through verbal counseling. If the behavior persists after verbal counseling has occurred, the PD shall consider the appropriateness of attempting to educate the Resident or Fellow Physician through a remedial education plan. Alleged Lapses in professionalism that involve criminal or violent conduct, extreme and outrageous conduct, unsafe or unethical clinical practice, or other seriously inappropriate behavior that is inconsistent with BCM values may be of sufficient severity to render remediation inappropriate and necessitate adverse action.
 2. **Step 2: Written Remedial Education Plan.** Remedial education plans, while written, are informal and educational attempts to correct such behavior and enhance professionalism competencies and skill demonstration. Because the plans are characterized as informal, non-disciplinary attempts to supplement the education of Resident and Fellow Physicians, remedial education plans are not reportable to the Texas Medical Board as adverse actions.
 - a. If the Lapse in Professionalism documented in the Resident or Fellow Physician's file is a first or second occurrence of the behavior, *and* is not serious enough to warrant proceeding directly to an adverse action plan, then the PD shall implement such a plan.
 - b. The PD who implements a remedial education plan shall provide a written copy to the Resident or Fellow Physician that contains all of the following information:
 - 1) A description of the concerning behavior or performance;
 - 2) A specific plan for remediation, including a date by which the remediation will occur;

- 3) A brief summary of any previous attempts at remediation of the behavior or performance, including the failure of prior attempts; and
- 4) Next steps, including implementation of another remedial action plan or adverse action if the remedial education plan is not successfully completed.

B. Alleged Clinical Misconduct: Event Reporting and Professional Review Action Procedures.

1. Patient safety event reporting may trigger peer review procedures at affiliate hospitals, and may also result in a Professional Review Action at BCM, and these independent procedures may occur contemporaneously.
2. This procedure may be triggered by i) notice from a hospital affiliate that a patient quality or safety event has been reported through the hospital's adverse event reporting system; ii) an event is reported through the BCM Incident Report System; or iii) a grievance or Lapse in Professionalism reported to the Integrity Hotline (and triaged to the Resident or Fellow Physician's PD) alleges conduct that could pose a threat to patient safety or the quality of care provided to patients. The PD will consult with the GME Patient Safety Officer to determine whether the alleged conduct meets this standard, and if so, then a Professional Review Action is appropriate.
3. The GME Policy Committee will seek input from clinical quality and safety personnel at BCM and affiliate hospitals, program directors, the DIO, and the Provost to develop GME event resolution procedures, with the feedback and endorsement of the GMEC. The GME Policy Committee will also develop any criteria, education, or templates necessary to clarify or enforce this procedure consistently. The GME Policy Committee will work with GME MPRC members to refine future updates to this procedure. This procedure may be updated as necessary to preserve a safe, professional, and respectful learning and working environment.
4. When appropriate, a Professional Review Action may occur contemporaneous to or precede Remediation. Professional Review Actions include investigation, assessment, and recommendation procedures, which are administered by the GME Medical Peer Review Committee (GME MPRC) as provided in the Professional Review Action Procedure.
5. The GME MPRC works with Program Directors to complete Professional Review Actions no more than 30 calendar days from the date that the quality or patient safety event or Lapse in Professionalism is referred to the Committee. Exceptions to this timeframe may be made by the Senior Associate Dean for GME.

C. Monitoring Trends in the Learning & Working Environment. The Office of Compliance & Audit Services (OCAS) is responsible for conducting quarterly audits of the Integrity Hotline to gather data regarding alleged Lapses in Professionalism at BCM, including grievances filed by and against Resident and Fellow Physicians. After the fourth quarter, OCAS will forward the annual results to the Office of the Provost for review and analysis. The DIO will collaborate with the Office of the Provost to review and analyze the results of annual audits, to identify trends and needs for institutional improvement specific to Resident and Fellow Physician populations.

D. Schedule for Policy Review and Update. This Policy will be reviewed every 2 years and updated as necessary to remain compliant with applicable laws, regulation, and standards or urgencies identified by senior leadership.

VII. Stakeholder Compliance

Resident and Fellow Physicians can file Grievances alleging that mistreatment or some other Lapse in Professionalism has been committed by a peer, Employee, affiliated hospital employee, or BCM Community Member, as provided in the [GME Mistreatment and Other Grievances Policy \(27.4.12\)](#). Resident and Fellow Physicians may also file Grievances alleging Lapses in Professionalism or other misconduct by Learners pursuant to the [Respectful and Professional Learning Environment Policy \(23.2.01\)](#) and/or the [Student Appeals and Grievances Policy \(23.1.08\)](#).

VIII. Tools

- [Contact the Integrity Hotline directly via internet](#) or phone (855-764-7292), to report a Grievance or a wellness concern. An anonymous reporting option is available.
- [Compact Between Teachers, Learners, and Educational Staff](#);
- [BCM Center for Professionalism](#);

IX. Related Policies

- [02.2.25 – Policy Regarding Harassment, Discrimination and Retaliation](#);
- [02.2.26 – Sexual Misconduct and Other Prohibited Conduct Policy](#);
- [02.5.34 – Substance and Alcohol Abuse Policy](#);
- [02.5.39 – Respectful and Professional Work Environment Policy](#);
- [02.5.64 – Employee Fitness for Duty Policy](#);
- [02.5.72 – Workplace Violence Policy](#);
- [02.9.40 – Policy on Authorship](#);

- [11.2.15 – Social Media Policy;](#)
- [12.2.01 – Acceptable Use Policy;](#)
- [13.5.04 – Prohibition on Weapons in the Workplace;](#)
- [18.1.04 – Influenza Vaccination Policy;](#)
- [18.2.01 - Weapons and Firearms on Campus Policy;](#)
- [20.8.03 – Use of Copyrighted Materials;](#)
- [23.2.02 – Learner Mistreatment Policy;](#)
- [26.1.26 – Event and Complaint Reporting;](#)
- [26.2.08 – Workplace Violence: Incident Response and Reporting Procedures;](#)
- [26.2.09 – Suicide & Self-Harm Precautions;](#)
- [27.3.5 – Vacation and Leave Policy for Resident and Fellow Physicians;](#)
- [27.4.12 – GME Mistreatment and Grievances Policy;](#)
- [27.6.1 – \[GME\] Adverse Action Policy: Definition and Principles;](#)
- [28.1.08 – Clinical Supervision of Medical Students Policy;](#)
- [31.1.01 – Code of Conduct;](#)
- [31.2.01 - Disclosure of Outside Interests Policy;](#)
- [31.2.02 – Integrity Hotline Policy: Reporting Improper Activity or Wrongdoing;](#)
- [32.1.01 – Office of the Ombudsman: Structure, Function, and Resources;](#)

X. Applicable Laws, Regulations & Standards

A. Institution & School Requirements.

- [Accreditation Council of Graduate Medical Education \(ACGME\) Common Program Requirements;](#) See *ACGME Competencies* (see Section IV.B) including professionalism, patient care and procedural skills, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, and systems-based practices; *The Learning and Working Environment* (Section VI), including principles GME programs must emphasize, patient safety, quality improvement, supervision, and accountability; *Professionalism* (Section VI.B) and *Well-Being* (Section VI.C).
- [Liaison Committee on Medical Education \(LCME\) Standards: Functions and Structure of a Medical School;](#) Standard 9 (Teaching, Supervision, Assessment, and Student and Patient Safety), see 9.3 (Clinical Supervision).
- [Southern Association of Colleges and Schools Commission on Colleges \(SACSCOC\) Accreditation Standards.](#)

B. Program Requirements.

- [Accreditation Review Commission on Education for the Physician Assistant, Inc. \(ARC-PA\);](#)
- [Council on Accreditation \(COA\) of Nurse Anesthesia Educational Programs;](#)
- [American Society of Tropical Medicine and Hygiene \(ASTMH\);](#)
- [Commission on Accreditation of Allied Health Programs \(CAAHEP\);](#)
- [National Commission on Prosthetic and Orthotic Education \(NCOPE\);](#)
- [Accrediting Council for Continuing Medical Education \(ACCME\).](#)

27.4.02 - Communication

Graduate Medical Education: Responsibilities of House Staff Physicians

Last Updated: 01/01/2015

Original policy date:

Communication with almost 1400 residents/fellows in 85+ Accreditation Council for Graduate Medical Education accredited programs and 60+ Texas Medical Board approved fellowships, spread over multiple participating sites is a challenge for departments and Baylor College of Medicine (BCM). To that end, each BCM employee is assigned a BCM email address. It is expected that residents/fellows will check their BCM email for correspondence at a minimum of twice per week. No alternative email will be utilized for normal BCM or GME business correspondence. However, residents/fellows are requested to provide BCM a personal email address for use only in the event of a catastrophic emergency which renders BCM servers non-functional.

BCM email is not to be forwarded to an outside account, such as gmail or AOL under any circumstances. Email access is considered part of a trainee's BCM Enterprise Computing Account access, and will cease upon the last day of employment. Residents/Fellows are requested to please be aware and make alternate arrangements prior to completing his/her training program.

Personal contact information such as phone and address are to be maintained by the house staff physician through the Employee Self Service (ESS) function. This can be accessed on the home page of the BCM Intranet.

Failure to maintain current contact information may result in the resident/fellow not receiving timely information concerning vital BCM matters.

27.4.03 - Clinical and Educational Work Hours Policy

Graduate Medical Education: Responsibilities of House Staff Physicians

Last Updated: 11/23/2021

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows, Students

Policy Established on	January 1, 2015 (Version 1), February 12, 2019 (V2)
Policy/Procedure Status, Date of Last Update	Current, as of November 23, 2021 (V2, Modified)
Next Scheduled Review Date	October 1, 2024

I. Rationale

The purposes of this Policy are to: 1) establish minimum standards each Graduate Medical Education (GME) Training Program at Baylor College of Medicine (BCM) must comply with, designed to achieve compliance with the Accreditation Council for Graduate Medical Education (ACGME) Institutional, Common, and Specific Program Requirements, and 2) describe mandatory implementation responsibilities for BCM College Members, who must facilitate House Staff Physician compliance across all GME programs. Compliance with these standards and responsibilities is necessary to insulate BCM from ACGME citations, but more importantly to protect the health and safety of BCM patients and ensure high quality of care by and protect the well-being of House Staff Physicians.

II. Stakeholders Affected by this Policy

Compliance with this Policy is mandatory for all College Members participating in GME programs.

III. Definitions

- (a) **Adverse Action** is defined as a disciplinary action that is reasonably expected to have a significant negative impact on the House Staff Physician's educational or professional record. Adverse actions are limited to Probation, Suspension (with or without pay), Non-Reappointment, Failure to Promote, and Dismissal.
- (b) **College Members** means GME faculty members, House Staff Physicians, staff members, Learners, visiting faculty, and any other persons employed, enrolled, or appointed by BCM.
- (c) **Good Academic Standing** is a status assigned to a House Staff Physician by the Office of GME.
- (d) **House Staff Physicians** refers to resident and fellow physicians who provide healthcare services for patients under the direction and supervision of the attending physicians of a BCM clinic or affiliated hospital or clinic site.
- (e) **Learners** refers to all students currently enrolled in any BCM school and degree-granting program, as well as postdoctoral and predoctoral trainees who are invited to complete time-limited learning experiences that are administered by designated BCM departments and that do not require enrollment.
- (f) **Moonlighting** is defined in the [Moonlighting Policy](#) (see 27.3.6, Section III.C).
- (g) **Remedial Action** means predisciplinary, cautionary actions designed to gain compliance with this policy before Adverse Action is taken.
- (h) **Training Programs**, as defined by the Texas Medical Board (TMB) in 22 TAC 171.3(a)(1), refers to clearly defined and delineated postgraduate medical education training programs that may be mandatory for occupational licensure and in which BCM participates, including postgraduate subspecialty training programs approved by the ACGME, the American Osteopathic Association (AOA), or other accrediting bodies. Training Programs are administered under the direction of the BCM Office of GME and the associated Designated Institutional Official, with support from Affiliated Entities.

- (i) **Unpaid Leave** refers to a temporary, unpaid absence from work. Consistent with the GME Leave Policy (27.3.5), Unpaid Leave may be requested voluntarily by House Staff Physicians for personal reasons. In accordance with [Section VI.A.1-2](#) (below), Unpaid Leave may also be imposed by a Program Director in the event of noncompliance with this Policy.

IV. Policy

- A. The BCM GME Committee does not permit programs to request an expansion or extension of Clinical and Educational Work Hours ("Work Hours") beyond the standards currently set by the ACGME.
- B. Each BCM GME Training Program must either have its own Work Hours policy that incorporates all of the following standards and elements, or adhere to this Policy as written:
1. **ACGME Current Limit on Work Hours.** All House Staff Physicians must limit their duty hours, including all time spent on Training Program and Moonlighting activities in the aggregate, to the maximum number of hours allowed by current ACGME policy and relevant requirements (see [Section X.A](#), below).
 2. **Timely Documentation and Submission of Work Hours.**
 - a. All House Staff Physicians must log their Work Hours using the electronic reporting system adopted by the Office of GME (e.g., MedHub), and must do so in an honest and accurate manner.
 - b. Work Hours must be logged at least on a monthly basis. Consistent with the Moonlighting Policy (27.3.6), the Work Hours log must include any time spent Moonlighting in addition to Training Program time. House Staff Physicians must complete and submit each month's log no later than 8:00 A.M. Central Standard Time on the fifth day of the following month. For example, the Work Hours for July must be entered into the GME electronic reporting system (e.g., E*Value, MedHub) by August 5th.
 3. **Program Supervision of Work Hours.** It is the responsibility of the Program Director or coordinator to run regular reports from the electronic reporting system adopted by the Office of GME (e.g., MedHub), identify House Staff Physicians who do not log Work Hours as required by this Policy, and follow up to address any non-compliance by the tenth day of each month.
 4. **Remedial Action in the Event of House Staff Physician Noncompliance.** The Office of GME generates compliance reports on the 15th of each month, and any House Staff Physician that is noncompliant will be subject to remediation and potentially to discipline as described under [Section VI.A](#) (below). Remediation and potential discipline are based on the following principles:
 - a. Failure to log Work Hours as required is viewed as a lapse in professionalism that will immediately result in:
 - 1) a program of remediation designed by the Program Director; if the remediation is not successful, it will be followed by:
 - 2) loss of Good Academic Standing; and
 - 3) progressive disciplinary action, including:
 - a) Employment or practice restrictions (i.e., loss of vacation days, time off service to complete outstanding logs), as determined by the Program Director);
 - b) Suspension or permanent loss of Moonlighting privileges, if applicable; and
 - c) Other Adverse Action, as described in [Section VI.A](#).
 - b. The remediation or disciplinary action will remain in effect until all outstanding Work Hours are entered.
 - c. **Employment and Practice Restrictions.** Although these remedial restrictions could be construed as disciplinary actions, they are not reported to the Texas Medical Board but may affect the House Staff Physician's scope of practice (e.g., restrictions on patient care) or employment privileges (e.g., forfeiture of vacation days, unpaid leave).
 - d. **Adverse Action of Suspension.**
 - 1) A suspension will be reported to the Texas Medical Board, and reflected in the House Staff Physician's academic and professional records in perpetuity.
 - 2) Salary and benefits will be suspended during the time off service, and all time must be made up at the end of the program (no exceptions – vacation may not be forfeited).
 5. **Effect of Adverse Action on Moonlighting Privileges.** Moonlighting privileges will be suspended or revoked immediately, if applicable, as described in [Section VI.A](#). Restrictions on Moonlighting apply not only to services provided within the House Staff Physician's department, but also to services provided through or for BCM affiliate institutions as well as non-BCM affiliated organizations. Failure to abide by Moonlighting restrictions will result in Adverse Action, as determined by the appropriate Program Director and competency committee.
 6. **Reports of Program Non-Compliance.** Any House Staff Physician or College Member with knowledge of policy violations may use the Integrity Hotline to make an anonymous report about the program's practices (see [Section VIII.A](#)), or may report such concerns directly to the Office of GME (see [Section VIII.A.4](#)).
 7. **Questions and Concerns about Compliance.** Disputes or other issues related to this policy should be referred to the Senior Associate Dean for GME.

V. Responsibilities

- A. All College Members have the responsibility to self-monitor compliance with this Policy.

- B. Department Chairs are responsible for:
 1. Verifying that all BCM GME Training Programs either adhere to this Policy or incorporate its requirements into their department's own written policy for Work Hours (see [Section IV](#), above);
 2. Providing copies of departmental policies to the Office of GME; and
 3. Verifying that GME institution-level and departmental policies are accessible for House Staff Physicians participating in each GME Training Program.
- C. House Staff Physicians are responsible for:
 1. Ensuring that his or her total hours of work per week, including all in-house call activities and Moonlighting, do not exceed the maximum limit specified by ACGME Requirements,
 2. Logging Work Hours according to the standards described in this Policy, and
 3. Reporting incidents of program noncompliance.
- D. GME Program Directors are responsible for:
 1. Enforcing compliance of House Staff Physicians, and collaborating with the Office of GME to implement progressive discipline as described in [Section VI.A](#); and
 2. Arranging for coverage in the event of disciplinary action against a House Staff Physician who provides Moonlighting services to his or her department.
- E. The Office of GME is responsible for:
 1. Identifying BCM GME Training Programs that have written policies for Work Hours which do not comply with this Policy,
 2. Identifying programs that fail to adequately enforce Work Hours requirements described in this Policy through the GME electronic reporting system (e.g., MedHub) and the monthly review process;
 3. Identifying House Staff Physicians who fail to log Work Hours in accordance with this Policy through routine monitoring of Work Hour logs;
 4. Overseeing removal from service in accordance with GME Adverse Action policies, i.e., use of vacation days, unpaid leave, suspension from service, and removal from payroll; and
 5. Suspension or revocation of Moonlighting privileges for the duration of the Adverse Action, as described in [Section VI.A](#).

VI. Procedures for Implementation and Review

- A. After being informed by the applicable Program Director of a failure of remediation, the Office of GME affords the program Director the discretion to impose disciplinary action against Resident and Fellow Physicians according to the following guidelines, as may be appropriate under the circumstances:
 1. First Work Hours Policy Violation
 - a. The House Staff Physician will immediately forfeit 2 vacation days from his or her bank of vacation days, and the Program Director will confirm that this permanent loss is reflected in the timekeeping system approved by the Office of GME. For each additional day that the House Staff Physician fails to complete logging of Work Hours they will forfeit 1 vacation day.
 - b. House Staff Physicians must still report to work at the scheduled dates and times, and adhere to employment and practice restrictions issued by their Program Director. Program Directors will notify House Staff Physicians via email of any restrictions.
 - c. At the discretion of the Program Director, employment or practice restrictions include, but are not limited to, temporary removal from patient care (i.e., off service) and Moonlighting restrictions (e.g., prohibited during any time off service).
 - d. House Staff Physicians are expected to use time off service to remediate unlogged Work Hours. In the event that the House Staff Physician has no vacation days remaining, they will be placed on unpaid leave until remediation is complete.
 2. Second Violation
 - a. The House Staff Physician will immediately forfeit 5 vacation days from his or her bank of vacation days, and the Program Director will confirm that this permanent loss is reflected in SAP. For each additional day that the House Staff Physician fails to complete logging of Work Hours they will forfeit 1 vacation day.
 - b. House Staff Physicians must still report to work at the scheduled dates and times, and adhere to employment and practice restrictions issued by the Program Director. Program Directors will notify House Staff Physicians via email of any restrictions.
 - c. House Staff Physicians are expected to use time off service to remediate unlogged Work Hours. In the event that the House Staff Physician has no vacation days remaining, they will be placed on unpaid leave until remediation is complete.
 3. Third Violation. Will result in the Adverse Action of Suspension from service for at least 24 hours, and suspension of Moonlighting privileges for the remainder of the academic year or for 6 months, whichever is longer.
 4. Additional Violations. Will result in the Adverse Action of Suspension from service for at least 24 hours, and additional Adverse Actions as determined by the program's Clinical Competency Committee, such as a permanent revocation of

Moonlighting privileges or Adverse Action of Probation.

- B. In consultation with the Offices of GME and the General Counsel, Department Chairs will impose appropriate discipline on programs and Program Directors that fail to enforce consistent, timely logging of Work Hours in accordance with this Policy.
- C. This Policy will be reviewed every five years or sooner if new information becomes available through national agencies. This policy will be revised when necessary.

VII. Stakeholder Compliance

- A. House Staff Physicians are prohibited from providing healthcare services under the supervision of advanced practice practitioners (e.g., APRN, PA) and cannot serve as scribes for advanced practice practitioners. Advanced practice practitioners are similarly prohibited from using notes generated by House Staff Physicians for billing purposes, although they are permitted to answer House Staff Physician questions about care procedures in order to maintain patient safety.
- B. House Staff Physicians must log all days on the calendar or be deemed noncompliant.
- C. Program Directors and coordinators who fail to enforce proper, timely and consistent recording of Work Hours place their program funding in jeopardy. Program Directors may also be at risk for corrective or disciplinary action, which may be reflected in the faculty member's annual evaluation and metrics tied to performance-based incentives.
- D. In the event a program fails to implement a compliant Work Hours policy and supervision procedure, the Office of GME will work collaboratively with the Office of the General Counsel to address that failure, and may impose sanctions on the offending program or College Member (e.g., Program Director).
- E. Noncompliance by House Staff Physicians, Program Directors, and GME Programs at large create a significant risk for accreditation actions against the offending GME program(s) and the College.

VIII. Tools

- A. House Staff Physician Resources:
 - 1. [GME Webpage](#)
 - 2. [Logging Work Hours – Instructions for Residents and Fellows](#)
 - 3. Reporting Program Violations through the Integrity Hotline:
 - Phone: 855-764-7292, or
 - <https://secure.ethicspoint.com> (Enter "Baylor College of Medicine" as the Organization Name)
 - 4. Reporting Program Violations
 - For GME Programs:
 - 1. [ACGME Clinical Experience & Education](#)
 - 2. [ACGME Common Program Requirements](#)

IX. Related Policies

- [02.5.39 – Respectful and Professional Work Environment Policy](#)
- [27.6.1 – Definition](#) [of Adverse Actions]
- [27.6.2 – Appeal of Adverse Actions](#)
- [27.6.3 – Reporting/Record Retention](#) [of Adverse Actions]
- [27.6.4 – Conduct of Hearings](#)
- [23.2.02 – Learner Mistreatment](#)
- [31.2.02 – Integrity Hotline Policy: Reporting Improper Activity or Wrongdoing](#)

X. Applicable Laws, Regulations & Standards

- A. [ACGME Common Program Requirements \(2021\)](#)
 - 1. see also: [2021 Requirements for Residents](#); and [2021 Requirements for Fellowships](#);
 - 2. References:
 - a. Section II. – Personnel,
 - b. Section VI. – Learning and Working Environment, see VI.A.5.h);
 - c. Section VI.F. – Clinical Experience and Education; see VI.F.1. - VI.F.4.c).(2)
 - d. Section VI.F.4. – Maximum Hours of Clinical and Education Work per Week;
 - e. Section VI.F.5. – Moonlighting
- B. [ACGME Institutional Requirements](#); References:
 - 1. Section III.B.5.a)
 - 2. Section IV.K

27.4.04 - Medical Records/Affiliates Hospitals and BCM-Owned Patient Care Facilities

Graduate Medical Education: Responsibilities of House Staff Physicians

Last Updated: 01/01/2015

Original policy date:

BCM-Owned Patient Care Facilities

Baylor College of Medicine (BCM) requires that residents/fellows use the established system of medical records for patient care documentation when they are performing in the capacity of a supervised trainee. Access to protected health information is subject to the "minimum necessary standard" under the Health Insurance Portability and Accountability Act (HIPAA). Generally, this law allows health care providers to access a patient's protected health information only when the providers are involved in the treatment, payment or operations of that patient and to access only as much of the information as necessary to complete the provider's work. HIPAA also requires providers to safeguard the privacy and security of the information that is accessed. Breaches of privacy can result in serious legal consequences.

A resident/fellow must document his/her findings, make any modifications following discussion with the teaching physician, complete an attestation, and sign his/her notes. The resident/fellow note must be completed and signed the day of service. A teaching physician cannot modify the resident/fellow's notes. A teaching physician must complete an attestation (*Teaching Physician Attestation*) as noted below and make his/her own observations or revisions to the resident/fellow's note in a separate document signed by the teaching physician. The teaching physician must also complete an attestation on the date of service.

Documentation process for residents/fellows:

- A. Resident/Fellow completes his/her clinical documentation.
- B. Resident/Fellow completes the assessment and plan.
- C. Resident/Fellow enters the lab orders, referrals and office procedures.
- D. Resident/Fellow completes the *Resident Attestation* to state:
 - a. Performed history and physical
 - b. Reviewed any information entered by staff
 - c. Entered all remaining documentation
- E. The teaching physician completes an attestation in the resident/fellow note if s/he will not complete her/his own note on the date of service.
- F. Resident/Fellow signs the document and routes to teaching physician.
- G. The teaching physician appends the *Teaching Physician* note to the signed patient encounter/visit document.
- H. The teaching physician completes the *Teaching Physician Attestation* and documents all exceptions to the house staff physician documentation.
- I. The *Teaching Physician Attestation* includes:
 - a. Saw the patient with the resident OR,
 - b. Saw the patient after the resident OR,
 - c. Primary Care Exception.

For answers a or b above, faculty please include the following applicable statement:

- a. I personally interviewed and examined the patient AND
- b. I Agree with the assessment and plan as documented by the resident/fellow (see resident/fellow note for details) OR
- c. I agree with the assessment and plan documented by the resident/fellow (see resident/fellow note for details) except...

For the Primary Care Exception, include the following statement:

"I discussed the case with the resident/fellow."

- J. The teaching physician signs the *Teaching Physician Attestation*. The teaching physician can complete his/her own note without an attestation only if the teaching physician's notes and observations are used for the level of service billed.
- K. The teaching physician will be responsible to assign the level of service and generate the bill (service order) for the patient care encounter/visit, except in the case of the Primary Care Exception.

Affiliated Hospitals

Full and timely completion of medical records is an essential duty of all residents/fellows at all of the affiliated institutions. Residents/Fellows are expected to comply with all medical record policies at the hospitals through which they rotate. Failure to do so may result in a resident/fellow being placed on administrative leave until records have been completed. Administrative leave will be unpaid and no credit will be given for this time. Programs might also deem a resident/fellow's failure to complete medical records in accordance with hospital policies to be a professionalism issue and may take appropriate remediation and/or disciplinary actions due to professionalism lapses or failures.

27.4.06 - Physician-Patient Relationships

Graduate Medical Education: Responsibilities of House Staff Physicians

Last Updated: 01/01/2015

Original policy date:

Baylor College of Medicine (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, residents/fellows should not provide medical care of any type (e.g. samples of medications, prescriptions, medical advice) to individuals with whom they do not have a physician-patient relationship. This should include themselves, friends, family members, colleagues, and other work associates. The Texas Medical Board has strict rules regarding providing care only within a formal physician-patient relationship. Violation of these rules can adversely impact one's medical licensure, resulting in fines and other sanctions. Additionally, medical malpractice liability coverage provided for BCM residents/fellows is in effect only for patient care provided within the scope of residency program activities. Additional information on the scope of physician practice is available through the American Medical Association (www.ama-assn.org) and the American College of Physicians (www.acponline.org).

27.4.09 - Licensure

Graduate Medical Education: Responsibilities of House Staff Physicians

Last Updated: 01/01/2015

Original policy date:

All residents and fellows of Baylor College of Medicine must have a current, valid Physician in Training (PIT) Permit, or full Texas Medical License, at all times.

It is expected that residents/fellows will begin and end their training under the auspices of a Physician in Training Permit, issued by the Texas Medical Board (TMB), but the trainee may opt to pursue a full Texas Medical License when she/he is qualified.

With a PIT Permit, the resident/fellow will also utilize the Institutional DEA and Institutional DPS numbers assigned to the affiliate through which they rotate. When using these identifiers, the trainee should add on his or her BCM employee number.

Upon issuance of a full Texas Medical License, the TMB will cancel any existing PIT permit. It will also prevent the resident/fellow from using the Institutional DEA and/or DPS numbers. The resident/fellow must immediately apply for a DPS number upon receipt of a license. An appropriate amount of time will be given by the GME Office for receipt. If the resident/fellow does not write prescriptions which require the DEA number, then he/she may opt not to pursue an individual registration; however, the individual will also not be allowed to use the Institutional numbers.

Any resident/fellow who engages in moonlighting that is external to the program must obtain both her/his own DPS and DEA registration, regardless of specific training needs. For further details, see the GME Moonlighting Policy.

The TMB views any type of licensure as a contractual obligation between the TMB and the resident/fellow, even if the licensure is a PIT permit. Thus the TMB will communicate with the holder of the license/permit, and not through the GME Office or the GME program. It is the resident/fellow's responsibility to ensure that the permit or license is correct and valid. If a license/permit is allowed to expire, the resident/fellow must be immediately removed from clinical care service and payroll. No credit will be given for any time worked under an invalid/expired permit/license, and a faculty member will be required to review all patient care conducted during such time as the permit/license was expired. Time missed will be required to be made up before graduation.

Program directors should also be aware that issues with resident/fellows' permits can be held against the program director's Texas licensure.

Please refer to the TMB website for a full list of all board rules and regulations.

<https://www.tmb.state.tx.us/>

27.4.10 - Criminal Incidents

Graduate Medical Education: Responsibilities of House Staff Physicians

Last Updated: 01/01/2015

Original policy date:

Upon application to a Baylor College of Medicine (BCM) training program, it is required that applicants disclose all arrests to their Program Director and the Graduate Medical Education (GME) Office. This information will be utilized to determine how best to manage potential applications for licensure, insurance, and credentialing.

In the event that a trainee is arrested by law enforcement, indicted/charged with a crime or convicted of any crime during his/her training program, the resident/fellow must alert both his/her program director or designee, and the GME office within 48 hours of the incident. Failure to disclose such information could result in an adverse action, up to, and including dismissal from Baylor College of Medicine.

27.4.11 - Committees

Graduate Medical Education: Responsibilities of House Staff Physicians

Last Updated: 01/01/2015

Original policy date:

As a vital member of the patient care team, it is encouraged and expected that residents and fellows will participate in all aspects of the healthcare delivery team. This includes serving as representatives on committees, including the departmental, affiliate and sponsoring institution levels.

Realizing the transient nature of rotations may make it difficult for residents/fellows to always participate at the affiliate level; programs are still expected to involve learners as much as appropriate.

Residents/fellows who desire to serve on such committees should feel free to contact the Office of Graduate Medical Education for a list of service opportunities.

27.4.12 - GME Mistreatment and Grievances Policy

Graduate Medical Education: Responsibilities of House Staff Physicians

Last Updated: 03/31/2021

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows

Policy/Procedure Status, Date of Last Review or Modification	Current, as of March 31, 2021
Next Scheduled Review Date	April 1, 2023

I. Rationale

- A. Baylor College of Medicine (BCM) is committed to the values of integrity, respect, teamwork, innovation, and excellence, and requires all Resident and Fellow Physicians to practice these values consistently during the performance of professional, clinical, and scholarly duties. Creating and sustaining an environment reflective of BCM values is the responsibility of every individual at BCM.
- B. Resident and Fellow Physicians are expected to provide competent and compassionate patient care, work effectively with other members of the health care team, maintain patient safety, and support health care quality. In order to satisfy these expectations, each Resident or Fellow Physician must demonstrate respect and professionalism in personal conduct, demeanor, and communication with patients, family members, peers, Learners who are completing clinical rotations under resident or fellow supervision, other health care professionals on the care team, and clinic support staff or hospital administrators. Likewise, Employees, Learners, and BCM Community Members are required to demonstrate respect and professionalism when communicating or working with Resident and Fellow Physicians in the working and learning environment.
- C. In accordance with relevant school, program, and institutional accreditation standards for College operations (see [Section X](#), below), BCM promotes a culture of mutual respect between teacher and Learner and strives to keep the working and learning environment free from conduct by faculty, staff, supervising Resident and Fellow Physicians, Learners, or others that could be reasonably interpreted as a Lapse in Professionalism or other conduct prohibited by BCM policies.
- D. The purposes of this policy are to:
 1. Establish mechanisms for Resident and Fellow Physicians to report alleged Mistreatment, Lapses in Professionalism (which may be exhibited by an Employee, Community Member, peer, or Learner), or other issues;
 2. Describe BCM's obligations to respond to allegations of unprofessional behavior that may be directed at Resident and Fellow Physicians, and implement procedures for investigation and resolution of potential violations of expectations for professional conduct.

II. Stakeholders Affected by this Policy

Compliance with this policy is mandatory for all Resident and Fellow Physicians, BCM Community Members, Employees, and Learners.

III. Definitions

- (a) **BCM** – Baylor College of Medicine.
- (b) **BCM Community Members** – all current BCM patients, officers and board members, volunteers, and guests.

- (c) **Employees** – all faculty, staff (including course directors, clerkship directors, and attending physicians), Resident and Fellow Physicians, and contractors, who receive employment compensation from BCM.
- (d) **Conflict of Interest**– occurs when the private interests (financial or otherwise) of an individual or members of their immediate family have the potential to create an actual or perceived bias in an individual’s obligations to the College, such that an independent observer might reasonably question whether actions or decisions are being made in the best interest of the College. A Conflict of Interest may exist whether or not decisions are affected by a personal interest. The existence of a conflict does not depend on a person’s character or intent, but rather on the situation and the appearance.
- (e) **DIO**– Designated Institutional Official for Graduate Medical Education.
- (f) **GME**– Graduate Medical Education.
- (g) **GMEC**– Graduate Medical Education Committee.
- (h) **Grievance** is a complaint arising out of a Resident or Fellow Physician’s experience that they perceive to adversely affect their experience in the learning and working environment.
- (i) **Learners** – all students currently enrolled in any BCM school and degree-granting program, as well as postdoctoral and pre-doctoral trainees who are invited to complete time-limited learning experiences that are administered by designated BCM departments and that do not require enrollment.
- (j) **Lapse in Professionalism** – performance by an individual that is below the expectations for respectful and professional behavior established by this Policy and related College policies (see [Section IX](#) for a non-exhaustive list).
- (k) **Mistreatment** – behavior that demonstrates disrespect for an individual and that creates a condition, circumstance, or environment that unreasonably interferes with the GME training process. Mistreatment may be verbal, emotional, or physical in nature. Examples of Mistreatment include offensive names, insults, or slurs; Harassing Behavior; public or private embarrassment or humiliation (e.g., verbal attack or denigrating a chosen career path); threats of physical harm; physical harm (e.g., a slap); obligation to perform personal services (e.g., child care or shopping); willful neglect of an individual’s communications; omission of an individual from academic or professional communications; disregard for the physical safety of an individual; exclusion from ordinary opportunities for training or rewards that is unreasonable given the individual’s performance or merit (e.g., Discrimination); Retaliation; Sexual Misconduct or Other Prohibited Conduct; Title IX Misconduct. For the purposes of this policy, information and reasonable, professional commentary included in performance evaluations and other assessments used by attending faculty members and/or other teaching physicians to communicate a negative evaluation of an individual’s job performance, lack of skill development, or lack of professional competency are not considered Mistreatment.
- (l) **Resident and Fellow Physicians** – individuals with an appointment in a BCM GME residency or fellowship program, and individuals who are not in an approved GME program but are authorized to practice only in a hospital setting, including interns and fellows in GME programs recognized as approved for purposes of direct GME payments.
- (m) **Sexual Harassment** – includes sexual harassment, both as defined by the [Title IX Misconduct Policy \(02.2.20\)](#) and the Sexual Misconduct and Other Prohibited Conduct Policy (02.2.26).
- (n) **Sexual Misconduct and Other Prohibited Conduct** – are defined by BCM’s [Sexual Misconduct and Other Prohibited Conduct Policy \(02.2.26\)](#). Prohibited Conduct includes Dating Violence, Domestic Violence, Sexual Assault, Sexual Exploitation, Sexual Harassment, Sexual Misconduct, and Stalking, as defined by 02.2.26.
- (o) **Wellness Concern** –refers to a situation that would cause a reasonable person to believe that another individual is in distress, meaning the individual is experiencing a non-emergent medical condition or an emergent medical condition that may affect their physical or physiological equilibrium, psychological stability, or ability to continue their employment or chosen program of study.
- (p) This Policy adopts definitions provided in BCM’s [Policy Regarding Harassment, Discrimination, and Retaliation \(02.2.25\)](#) for the following terms:
 - **Discrimination,**
 - **Harassing Behavior,**
 - **Harassment,** and
 - **Retaliation.**

IV. Policy

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- A. **Grievances.** A Grievance is the appropriate method for a Resident or Fellow Physician to express unease about a personal experience, circumstance, or campus event, or disagreement with a decision of BCM or its agents, including faculty or staff administrators. A situation precipitating a Grievance may affect the Resident or Fellow Physician’s social or professional experiences within BCM.
 1. **Grievance Procedure Oversight.** BCM is responsible for forwarding Grievance reports to the appropriate administrative office for review, as provided below (see also [Section VI](#), below).
 - a. The Grievance process cannot be used if the resident or fellow is seeking to reverse or change an academic decision, such as adverse action. Refer to the [Appeal of Adverse Actions Policy \(27.6.2\)](#) for more information on contesting academic decisions.
 - b. If a BCM policy declares the reporting mechanism that an affected individual may use to seek review of a finding that the individual has violated that policy or contest sanctions arising out of policy violation, then no other mechanism may be used. If a BCM policy is silent on the proper reporting mechanism then there is no right to

- appeal a potential violation of that policy, although a Grievance may be an option (see [Section IV.A.3.a-b](#), below). Any report that fails to use the appropriate mechanism is invalid and will be rejected.
- c. Administrative review of Grievances may lead to a formal investigation of the subject matter. The investigation could result in corrective or disciplinary action against BCM Learners, faculty, staff, Resident and Fellow Physicians, or contractors alleged to have violated BCM policies or BCM academic standards. The investigation could also lead to other appropriate actions by BCM, based on all the circumstances.
 - d. The individuals designated to resolve various types of Grievances—executive leadership and senior administrators—have actual or inherent operational authority to resolve the Grievance in the best interests of the Resident or Fellow Physician and BCM. There is no pathway to petition for a reconsideration of formal resolution by the DIO or Designee, regardless of the type of Grievance.
 - e. For Formal Grievances concerning nonacademic Learner misconduct, lapses in professionalism, or Mistreatment, secondary review of the DIO or Designee’s determination is limited to examination of the investigatory procedures undertaken and whether the determination is justifiable. “Justifiable” means rationally and reasonably based on the relevant and available information. There is no right to, or opportunity for, escalation of Formal Grievances to a party with greater or broader authority.
 - f. Review of Grievances arising out of off-campus incidents with non-BCM community members (such as students who are not currently enrolled or past trustees, employees, or contractors no longer affiliated with BCM) is limited to consideration of the impact on the Resident or Fellow Physician. This review is processed through the Office of GME. However, if the Grievance relates to an incident with a non-BCM community member on campus, the administrative review will be conducted by the Security Office or Designee, and, consistent with other applicable BCM policies, may prohibit this individual from accessing the BCM campus or result in other appropriate action.
 - g. The DIO may direct designated administrators in the Occupational Health Program or Office of Student and Trainee Services to facilitate testing, assessment, or access to campus resources in the event of alleged Learner or Resident or Fellow Physician impairment (see [Section IX](#), 02.5.64 and 02.5.34).
2. **Reporting.** Resident and Fellow Physicians may formally report Grievances through the [Integrity Hotline](#), and have the option to report anonymously. Informal reports may be made to the Office of GME (713-798-5928 or ask-gme@bcm.edu). Informal reports received by the Office of GME are not anonymous.
- a. *Anti-Retaliation.* As established in the [Integrity Hotline Policy: Reporting Improper Activity or Wrongdoing \(31.2.02\)](#), Retaliation against a Resident or Fellow Physician for good faith reporting of perceived Mistreatment or other Lapses in Professionalism is prohibited.
 - b. *Confidentiality of Reports.* Consistent with BCM policies, reports made through the Integrity Hotline will be kept confidential to the extent possible, and shared only with parties who have a “need to know” in order to implement procedures associated with this policy, or impose corrective or disciplinary action in the event that this Policy, related BCM policies, or applicable laws, regulations, or accreditation standards are violated.
 - c. *Burden of Proof.* Regardless of the chosen mechanism of reporting or type of Grievance, the burden of proof rests with the Resident or Fellow Physician. A Grievance cannot advance on its merits unless the Physician includes proof to support its assertions. Any Grievance that fails to meet these standards is considered unsubstantiated, and will not result in reconsideration of the contested official decision or an alternative outcome. The Resident or Fellow Physician will be informed that the Grievance is unsubstantiated. Proof may include:
 - 1) Relevant descriptions of situations or events that meet the definition of Mistreatment or a Lapse in Professionalism;
 - 2) Documents, such as email communications, personal notes, or text messages provided by the Physician;
 - 3) Names or statements of witnesses to the alleged event(s);
 - 4) Citations to BCM policies, procedures, or other professional expectations that the alleged behavior may violate;
 - 5) Other information demonstrating that due process or other rights of the Resident or Fellow Physician may have been violated.
 - d. *Administration.* Grievances reported through the Integrity Hotline will be triaged by the Office of Compliance. Grievances about Learners and Resident and Fellow Physicians will be forwarded to the Associate Provost for Diversity, Inclusion, Equity, and Student and Trainee Services or designee. The Associate Provost or designee will notify the Learner’s School Dean or Designee, or the Senior Associate Dean for GME to review and resolve the Grievance. Grievances about other Employees will be forwarded to administrators in the Office of Human Resources and/or other appropriate departments, who will consult with senior leadership and review and resolve the Grievance.
 - e. *Voluntary Nature of Participation.* After reporting a Grievance, Resident and Fellow Physicians have discretion to participate further in BCM’s resolution of the Grievance. This may include answering following-up questions needed for the investigation or adjudication, or participating in proceedings against other Employees arising out of the Grievance resolution. These are voluntary steps. Resident and Fellow Physicians may indicate verbally or in writing that they no longer wish to participate in resolving the reported Grievance at any time during the process.
3. **Scope.**

- a. **Issues that May be Grieved.** Resident and Fellow Physicians may grieve alleged Mistreatment and Lapses in Professionalism (e.g., misconduct) committed by an Employee (such as another Resident Physician or a BCM staff member), affiliate hospital staff employee, or Learner.
- b. **Issues that May NOT be Grieved.** Resident and Fellow Physicians are not permitted to file Grievances regarding:
 - 1) findings that the Physician has failed to satisfy professionalism duties or expectations established in the [Professional Responsibilities and Expectations of GME Trainees Policy \(27.4.01\)](#);
 - 2) competency, skills, clinical supervision, and patient safety standards implemented by BCM GME programs as required by applicable laws, regulations, and standards (see [Section X](#), below);
 - 3) adverse actions, which must be appealed as established in the [Appeal of Adverse Actions Policy \(27.6.2\)](#);
 - 4) mandatory participation in professional review actions (as defined in 27.4.01), adverse event peer review procedures, and other patient safety or quality enhancement initiatives implemented by affiliate hospitals and/or BCM clinics;
 - 5) Performance Evaluations; and
 - 6) Alleged violation of a BCM policy, if the policy explicitly prohibits pursuit of appeal or grievances, or if such policy provides alternative means of redress for affected stakeholders (such as an embedded procedure for remediation or appeal).
- c. **Policy Overlap.** An alleged Lapse in Professionalism may constitute a simultaneous violation of not only this policy but also other institutional policies. If an alleged Lapse is also prohibited by another institutional policy, and that policy provides an explicit procedure for either managing or resolving the alleged Lapse, then that policy governs procedures for investigating, adjudicating, and appealing or grieving the alleged Lapse. (See [Sections VI.A-B](#), below).

B. Expectations for BCM Oversight.

1. Alleged Mistreatment or Lapse in Professionalism Directed at a Resident or Fellow Physician. Allegations will be investigated and adjudicated as provided in [Section VI.A](#) (below). Employees found responsible for Mistreatment or Lapses in Professionalism against Resident and Fellow Physicians will be subject to corrective or disciplinary action (see [Section VI.A.2.g](#), below) in accordance with the Progressive Discipline Policy (02.5.18) and other related BCM Human Resources policies.
2. Other Professionalism Issues.
 - a. Consistent with the [Policy on Authorship \(02.9.40\)](#), authorship disputes will be resolved by the Provost.

V. Responsibilities

- A. **Resident and Fellow Physicians.** Resident and Fellow Physicians are strongly encouraged to report perceived Mistreatment and Lapses of Professionalism observed in interactions with attending physicians and other faculty and staff colleagues by filing a Grievance through the [Integrity Hotline](#). Informal reports may be made to the Office of GME (713-798-5928 or ask-gme@bcm.edu). Resident and Fellow Physicians must also avoid the Mistreatment of Learners they may teach or supervise, as required by the Learner Mistreatment Policy (23.2.02).
- B. **Office of GME.** The Office of GME will enforce Grievance resolution procedures provided in Sections VI.A – VI.C (below).

VI. Procedures for Implementation and Review

- A. **Grievances: Alleged Mistreatment, Lapses in Professionalism, or Other Misconduct.** Resident and Fellow Physicians can file a Grievance related to perceived Mistreatment or Lapses in Professionalism, which will be and forwarded to the Assistant Dean for GME or Designee (e.g., Program Director), who will consult with other appropriate administrators (for example, Human Resources) to review the Grievance and resolve the issue.
 1. *Discussion with the Office of the Ombudsman.* Resident and Fellow Physicians may contact the Office of the Ombudsman for assistance. Use of Ombuds services is voluntary. No person can be required to use the Office of the Ombudsman or reveal whether the Office of the Ombudsman was consulted. The Office of the Ombudsman is not part of BCM's informal or formal Grievance procedures and does not receive or process Grievances for BCM. For example, a discussion of a verbal or written Grievance with the Ombudsman does not constitute notice to the College. However, the Office of the Ombudsman is a confidential, neutral, independent, and informal resource available to all members of the BCM community. The BCM Ombudsman is available to provide confidential discussion of any BCM-related concerns, including interpersonal conflict or misunderstandings and academic or administrative concerns. For more information, please consult the [Office of the Ombudsman: Structure, Function, and Resources Policy \(32.1.01\)](#).
 2. Informal Resolution. Informal resolution procedures are activated when a Resident or Fellow Physician reports, verbally or via email, a Grievance related to a professionalism or Mistreatment issue. When possible, Resident and Fellow Physicians are encouraged to seek resolution of Informal Grievances through direct communication with an appropriate individual in the involved department(s) (e.g. chair, program director, or section head) or the affiliated hospital (e.g. administrator or

unit director). Grievances that cannot be resolved through discussion with these individuals may then be presented to the Program Director in the form of a letter detailing the nature of the problem, the name(s) of the resident/fellow(s) who wishes to enter the complaint or grievance, and the individual(s) with whom the resident/fellow(s) have attempted to resolve the problem. The Program Director will determine available options for informal resolution of the matter, or proceed with formal resolution (see [Section VI.D.3.b](#), below).

3. **Formal Resolution.**

- a. Formal resolution procedures are activated when:
 - 1) A Resident or Fellow Physician reports a Grievance related to professionalism or Mistreatment through the Integrity Hotline, OR
 - 2) If circumstances prevent informal resolution, the Program Director may refer the matter directly to the Assistant Dean for GME (or Designee) for resolution.
- b. The Assistant Dean for GME or Designee communicates with the resident or fellow and the individual (Learner, faculty, or staff member) most closely related to the Grievance to discuss the matter and initiate resolution within 30 calendar days. Exceptions to this time frame may be authorized by the Provost or designee. In the event of a Conflict of Interest between the Assistant Dean for GME or Designee and the Resident or Fellow Physician, the Assistant Dean for GME's Designee is the DIO or Designee.
- c. If the Resident or Fellow Physician desires a review of the Assistant Dean for GME or Designee's determination, the Resident or Fellow Physician must submit a request for final review in writing within 7 calendar days to the DIO/GMEC Chair. If the matter is unresolved (e.g., no determination made), the Assistant Dean for GME or Designee will directly refer the matter to the DIO or Designee. In the event of a Conflict of Interest between the DIO and the Resident or Fellow Physician, or if the DIO is unavailable, the DIO's Designee is the Dean of the School of Medicine. If the Dean of the School of Medicine is unavailable or conflicted out, the DIO will work with the Associate Provost for Diversity, Inclusion, Equity, and Student and Trainee Services to identify an alternate Designee.
- d. The DIO or Designee will appoint an ad hoc Committee of faculty and staff with GME experience to review the matter within 15 calendar days. The ad hoc Grievance Committee shall consist of no less than three (3) and no more than five (5) persons, at least one of whom shall be residents/fellows not involved in the Grievance. To avoid the perception of bias, GME faculty and staff members from the involved clinical department(s) will generally be excluded from participation in the ad hoc Grievances Committee. However, in the event that the Grievance involves more than half of the clinical departments, logistical challenges may require that GME faculty or staff members from these departments participate on the ad hoc Committee.
- e. The ad hoc Grievance Committee will conduct an independent review and provide a recommendation for final disposition to the DIO or Designee within 20 calendar days. Exceptions to this time frame may be authorized by the Provost or designee. The ad hoc Grievance Committee will follow GMEC Grievance Procedures developed by the GME Policy Workgroup, endorsed by the GMEC, and approved by the DIO. This mechanism for adjudication of Grievances is not a court proceeding and is not bound by the rules of a court of law.
- f. The DIO or Designee determines and distributes the final decision in writing to the Resident or Fellow Physician within 10 calendar days, with a copy to the Program Director (and the DIO, if the decision is overseen by a Designee of the DIO). The decision of the DIO or Designee is binding on all parties.
- g. If the decision includes corrective or disciplinary action against a Resident or Fellow Physician, the Program Director and DIO will implement such action. If the decision includes recommendations for action against a GME faculty member, the DIO will forward the recommendations to the Department Chair, the Dean of the School of Medicine, the Provost, and the Office Human Resources for implementation. If the decision includes recommendations for action against a faculty or staff member who is outside of the GME chain of command, the DIO will forward the recommendations to the Provost and confer with other appropriate departmental leaders for implementation.

B. Grievances: Alleged Harassment, Discrimination, and Retaliation. Allegations of Mistreatment that also qualifies as Harassment, Harassing Behavior, Discrimination, or Retaliation will be governed by the Policy Regarding Harassment, Discrimination and Retaliation (02.2.25), which provides that the DIO or Designee will refer such allegations by or against Resident and Fellow Physicians to the Office of Human Resources for investigation. Upon completion of the investigation, the Office of Human Resources will issue findings and recommendations for consideration by the DIO or Designee (or if the offender is not a Resident or Fellow Physician, to the offender's supervisor), who will modify, implement, or oversee implementation of these recommendations in accordance with other relevant BCM policies. Any challenges to the penalties must be made through the appropriate process. For example, if investigation of a resident's reported Harassing Behavior results in recommended remediation, then the remediation procedures described in the in the Professional Responsibilities and Expectations of Resident and Fellow Physicians Policy (see [27.4.01, Section VI.A](#)) would apply, but if the resulting recommendation is adverse action, the procedure for appeal would be found in the [Appeal of Adverse Actions Policy \(27.6.2\)](#).

C. Grievances: Alleged Title IX Misconduct, Sexual Misconduct and Other Prohibited Conduct. BCM's [Title IX Misconduct and Grievance Policy \(02.2.20\)](#) prohibits Sexual Harassment and sex-based misconduct and discrimination in BCM educational programs and activities as provided in Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., and its

implementing regulations, 34 C.F.R. Part 106, and governs reporting and resolution of Sexual Harassment that constitutes Title IX Misconduct. BCM's [Sexual Misconduct and Other Prohibited Conduct Policy \(02.2.26\)](#) governs reporting and resolution of Sexual Harassment and other forms of sex-based misconduct that fall outside the scope of the Title IX Misconduct and Grievance Policy (02.2.20). Allegations of Title IX Misconduct and Sexual Misconduct and Other Prohibited Conduct will be forwarded to the Director of Title IX & Disability Services (Title IX Coordinator) for investigation and adjudication. Any challenges to the penalties for violation of these policies must use the applicable policy's appeal or grievance procedure. Penalties for violation will be enforced by the Director of Title IX & Disability Services and implemented in consultation with the DIO or Designee.

D. Monitoring Trends in the Learning & Working Environment.

1. The Office of Compliance & Audit Services (OCAS) is responsible for conducting quarterly audits of the Integrity Hotline to gather data regarding alleged Mistreatment and Lapses in Professionalism at BCM, including grievances filed by and against Resident and Fellow Physicians. After the fourth quarter, OCAS will forward the annual results to the Office of the Provost for review and analysis.
2. The DIO will collaborate with the Office of the Provost to identify and respond to trends in Mistreatment and Lapses in Professionalism through:
 - a. Reviewing and analyzing the results of annual audits, to identify trends and needs for institutional improvement specific to Learner or Employee populations;
 - b. Conducting a Diversity Engagement Survey (at least biennially) designed to capture Learner perception of alleged Discrimination, Harassment, Retaliation, and other Mistreatment by Employees and other Learners, and analyzing the results;
 - c. Assessing whether annual survey results indicate underreporting of Mistreatment, including consideration of the frequency of grievance reporting indicated by the annual OCAS audit;
 - d. Determining any dependencies or countervailing concerns affecting manifestation of trends, and formulate an action plan (or strategic plan, if appropriate) to decrease the frequency of prohibited or undesirable behaviors for targeted groups of Learners and/or Employees.

- E. Schedule for Policy Review and Update.** This Policy will be reviewed every 2 years and updated as necessary to remain compliant with applicable laws, regulation, and standards or urgencies identified by senior leadership.

VII. Stakeholder Compliance

Resident and Fellow Physicians can file Grievances alleging that Mistreatment or some other Lapse in Professionalism has been committed by a peer, Employee, affiliated hospital employee, or BCM Community Member, as provided in this Policy. Resident and Fellow Physicians may also file Grievances alleging Lapses in Professionalism or other misconduct by Learners pursuant to the [Respectful and Professional Learning Environment Policy \(23.2.01\)](#) and the [Student Appeals and Grievances Policy \(23.1.08\)](#).

VIII. Tools

- [Contact the Integrity Hotline directly via internet](#) or phone (855-764-7292), to report a Grievance or a Wellness Concern. An anonymous reporting option is available.
- [Compact Between Teachers, Learners, and Educational Staff](#);
- [BCM Center for Professionalism](#);

IX. Related Policies

- [02.2.25 – Policy Regarding Harassment, Discrimination and Retaliation](#);
- [02.2.26 – Sexual Misconduct and Other Prohibited Conduct Policy](#);
- [02.5.34 – Substance and Alcohol Abuse Policy](#);
- [02.5.39 – Respectful and Professional Work Environment Policy](#);
- [11.2.15 – Social Media Policy](#);
- [02.5.64 – Employee Fitness for Duty Policy](#);
- [02.5.72 – Workplace Violence Policy](#);
- [02.9.40 – Policy on Authorship](#);
- [12.2.01 – Acceptable Use Policy](#);
- [13.5.04 – Prohibition on Weapons in the Workplace](#);
- [18.1.04 – Influenza Vaccination Policy](#);
- [18.2.01 - Weapons and Firearms on Campus Policy](#);
- [20.8.03 – Use of Copyrighted Materials](#);
- [23.2.02 – Learner Mistreatment Policy](#);
- [26.1.26 – Event and Complaint Reporting](#);

- [26.2.08 – Workplace Violence: Incident Response and Reporting Procedures;](#)
- [26.2.09 – Suicide & Self-Harm Precautions;](#)
- [27.3.5 – Vacation and Leave Policy for Resident and Fellow Physicians;](#)
- [27.4.01 – Professional Responsibilities and Expectations for Resident and Fellow Physicians;](#)
- [27.6.1 – \[GME\] Adverse Action Policy: Definition and Principles;](#)
- [28.1.08 – Clinical Supervision of Medical Students Policy;](#)
- [31.1.01 – Code of Conduct;](#)
- [31.2.01 - Disclosure of Outside Interests Policy;](#)
- [31.2.02 – Integrity Hotline Policy: Reporting Improper Activity or Wrongdoing;](#)
- [32.1.01 – Office of the Ombudsman: Structure, Function, and Resources;](#)

X. Applicable Laws, Regulations & Standards

A. Institution & School Requirements

- [Accreditation Council of Graduate Medical Education \(ACGME\) Common Program Requirements;](#) See *The Learning and Working Environment* (Section VI), including principles GME programs must emphasize, patient safety, quality improvement, supervision, and accountability; *Professionalism* (Section VI.B) and *Well-Being* (Section VI.C).
- [Liaison Committee on Medical Education \(LCME\) Standards: Functions and Structure of a Medical School;](#) Standard 9 (Teaching, Supervision, Assessment, and Student and Patient Safety), see 9.3 (Clinical Supervision).
- [Southern Association of Colleges and Schools Commission on Colleges \(SACSCOC\) Accreditation Standards;](#)

27.4.13 - Personal Transportation

Graduate Medical Education: Responsibilities of House Staff Physicians

Last Updated: 01/01/2015

Original policy date:

Most training programs at Baylor College of Medicine train residents and fellows at multiple institutions within and outside of the Texas Medical Center. Some rotations may require presence at different locations within the course and scope of the same business day.

Therefore, it is required that residents and fellows have a reliable, personal method of transportation. This transportation requirement may include, but is not limited to: personal vehicle, with valid driver's license and liability insurance, personal driver or other method of getting from one location to the other within required shift start times. Public transportation is available in Houston and may be utilized to fulfill this requirement, but cannot be an explanation for tardiness at assigned locations.

27.5.01 - Program Letters of Agreement

Graduate Medical Education: Responsibilities of Programs

Last Updated: 01/01/2015

Original policy date:

The Accreditation Council for Graduate Medical Education requires a program letter of agreement (PLOA) be executed, between each program and each participating site where the residents/fellows train. The purpose of this agreement, identifying both the Program Director and the Site Supervisor (if different), is to formally establish a chain of command and to ensure appropriate supervision and teaching of the resident/fellow while working at the given participating site.

It is the responsibility of the program to ensure that all PLOAs be current and executed for each participating site. PLOAs are generally valid for five (5) years, or until:

- 1) There is a change in the signators, i.e. a new Program Director or Service Chief;
- 2) There is a change in the actual rotation, i.e. the number of trainees, or time spent on the rotation.

Programs must contact the Graduate Medical Education Office for new/renewal PLOAs. Please allow at least four (4) months for this process. Residents/fellows may not work at a participating site without a fully executed PLOA.

PLOAs are not to be signed by anyone prior to the official Baylor College of Medicine (BCM) stamp being affixed to the document, indicating review and approval by the BCM General Counsel's office. To do so could obligate the Program Director individually for any errors in the agreement.

27.5.02 - Disaster Response

Graduate Medical Education: Responsibilities of Programs

Last Updated: 01/01/2015

Original policy date:

The Accreditation Council for Graduate Medical Education requires all Sponsoring Institutions to have a policy that addresses administrative support for graduate medical education (GME) programs and residents/fellows in the event of a disaster or interruption in patient care. This policy should include assistance for continuation of resident/fellow assignments.

For the purposes of this policy, "resident" includes all residents/fellows in training. Further, a disaster is defined as "something (such as a flood, tornado, fire, plane crash, etc.) that happens suddenly and causes much suffering or loss to many people" (merriam-webster.com). These disasters may occur with little or no warning (e.g. bombing), some warning (e.g. hurricane), or as an insidious disruption (pandemic disease). In all cases, the event causes a disruption in the normal activities of daily training for residents/fellows.

Communication

Baylor College of Medicine (BCM) residents/fellows are responsible for ensuring that accurate contact information is entered into the Baylor Emergency Notification System (BENS), available on the **Crisis Information** page of the BCM Intranet.

Contact Information:

- *Home Phone
- *Cell Phone
- *Pager
- *Home Address
- *BCM Email
- *Alternate Email
- *Emergency Contact Information

This system will alert all BCM faculty, residents/fellows, staff and students of an emergency situation. This information is also required to be maintained by each GME program in a redundant fashion to ensure availability in the event of loss of BCM IT support. The BCM GME Office also maintains this information in the E*Value system, with multiple off-site redundancies.

In the event of a disaster/emergency situation, residents on-site in the Texas Medical Center are expected to follow the instructions of their immediate supervisor to ensure both their safety and the continuation of patient care. Residents/fellows not on duty during the time of a disaster are expected to secure their personal safety and then communicate with their immediate supervisors for instructions.

GME programs must develop individual procedures for emergency communication and distribute these plans as part of a standard program orientation. If BCM loses central IT support and is forced to relocate temporarily, the American Association of Medical Colleges will host emergency instructions on its home page (www.aamc.org).

Finance

Residents/fellows are considered essential personnel in the event of a disaster/emergency situation and are required to report to work as instructed by their program director. Residents/fellows will continue to receive their stipends during and immediately following a disaster event and recovery period, and/or accumulate these funds until such time as BCM is able to resume payments.

Maintenance of Records/Administrative Support

All BCM GME programs are responsible for maintaining original and redundant files on their training programs and residents. The BCM Office of GME maintains employment files through original and redundant systems via SAP technology. All resident/fellow and/or program records maintained through the E*Value/egme platform and/or housed electronically on central BCM servers are redundant through multiple off-site disaster recovery locations. As soon as appropriate, in the disaster recovery phase, central personnel will access and transmit these electronic records to assist GME programs and residents.

Administrative Support

The BCM Office of GME will continue to provide administrative support to all GME programs and residents from a safe and secured location in order to continue to provide appropriate access to needed resources. Communication with central agencies, such as the Texas Medical Board and the ACGME, will occur through the BCM Office of GME.

Manpower/Resource Allocation During Disaster Response and Recovery

Each BCM GME program is required to develop and maintain a disaster recovery plan. These plans should include, but are not limited to, designated response teams of appropriate faculty, staff and residents/fellows, pursuant to departmental, BCM, and affiliated hospital policies. GME programs should review response team listings and response team members' responsibilities on a regular basis.

As determined to be necessary by the Program Director and/or Chief Medical Officer at the affiliated institutions, and/or BCM leadership, physician staff reassignment or redistribution to other areas of need will be made, superseding departmental team plans for staffing management. Information on the location, status and accessibility/availability of residents during the disaster response and recovery period is derived by the Designated Institutional Official (DIO) and/or his/her designee communication with program directors and/or program chief residents. The DIO or designee will then communicate with the Chief Medical Officer of affiliated institutions as necessary, to provide updated information throughout the disaster recovery and response period.

Due to the unique nature of the Texas Medical Center and the presence of four sponsoring institutions (SI), Baylor College of Medicine, The Methodist Hospital, The University of Texas Health Science Center at Houston, and The University of Texas M.D. Anderson Cancer Center, as well as the proximity of The University of Texas Medical Branch at Galveston, it is intended that each of the SIs will strive to provide support, such as resident/fellow placement, to area SIs in times of disaster or in the case of other events resulting in the interruption of patient care. DIOs, GME officials and other administrative personnel at the SIs will maintain open communications to determine the scope and impact of the disaster on each other's GME programs.

Legal and Medical-Legal Aspects of Disaster Response Activity

It is preferred, whenever and wherever possible, that notwithstanding other capacities in which residents/fellows may serve, they also act within their BCM function when they participate in disaster recovery efforts. While acting within their BCM function, residents/fellows will maintain both their personal immunity to civil actions under the Texas Tort Claims Act, their worker's compensation coverage, and their coverage for medical liability under their BCM policy.

Communication with the ACGME

The BCM DIO, or his/her designee, will be responsible for all communication between BCM and the ACGME during a disaster situation and subsequent recovery phase. Within ten (10) days after the declaration of a disaster, the DIO will contact the ACGME Institutional Review Committee (IRC) to discuss particular concerns and possible leaves of absence or return to work dates for all affected programs should there need to be a) program reconfigurations to the ACGME and/or b) resident/fellow transfer decisions. The due dates for submission will be no later than 30 days post disaster, unless other due dates are approved by the ACGME. If within ten (10) days following a disaster, the ACGME has not received communication from the DIO, the ACGME will initiate communication to determine the severity of the disaster, its impact on residency/fellow training, and plans for continuation of educational activities.

The DIO, in conjunction with program directors, will monitor the progress of patient care activities returning to normal status and the functional status of all GME programs for their educational mission both during a disaster and the recovery phase. These individuals will work with the ACGME and the respective Residency Review Committees (RRCs) to determine if the impacted sponsoring institution and/or its programs: 1) are able to maintain functionality and integrity; 2) require a temporary transfer of residents to alternate training sites until the home program is reinstated; or 3) require a permanent transfer of residents/fellows. If more than one location is available for the temporary or permanent transfer of a particular physician, the preferences of the resident must be taken into consideration by the home sponsoring institution. Program directors must make the keep/transfer decision timely so that all affected residents maximize the likelihood of completing their training in a timely fashion.

ACGME Disaster Policy and Procedure

Upon declaration of a disaster by the ACGME Chief Executive Officer, the ACGME will provide information on its website, and periodically update information relating to the event, including phone numbers and email addresses for emergency and other communication with the ACGME from disaster-affected institutions and residency/fellowship programs.

DIOs should call or email the IRC Executive Director with information and/or requests for information. Program Directors should call or email the appropriate RRC Executive Director with information and/or requests for information. Residents should call or email the appropriate RRC Executive Director with information and/or requests for information. On its website, the ACGME will provide instructions for changing resident email information on WebAds.

Institutions offering to accept temporary or permanent transfer of residents/fellows from BCM residency/fellowship programs affected by a disaster must complete a form found on the ACGME website. Upon request, the ACGME will give information from the form to affected residency programs and residents. Subject to authorization by an offering institution, the ACGME will post information from the form on its website. The ACGME will expedite the processing of requests for increases in resident complement from non-disaster-

affected programs to accommodate resident transfers from disaster-affected programs. Each specialty RRC will expeditiously review applications and make and communicate decisions as quickly as possible.

The ACGME will establish a fast track process for reviewing (and approving or not approving) submissions by programs for:

- a) the addition or deletion of a participating site;
- b) change in the format of the educational program; and,
- c) change in the approved resident complement.

At the outset of a temporary resident/fellow transfer, a program must inform each transferred resident of the minimum duration and the estimated actual duration of his/her temporary transfer, and continue to keep each resident informed of such durations. If, and when, a residency/fellowship program decides that a temporary transfer will continue to and/or through the end of a training year, the residency/fellowship program must so inform each such transferred resident/fellow.

27.5.03 - Evaluations

Graduate Medical Education: Responsibilities of Programs

Last Updated: 01/01/2015

Original policy date:

All Baylor College of Medicine (BCM) graduate medical education programs must follow Accreditation Council for Graduate Medical Education (ACGME) accreditation standards for evaluations (CRP VA.2.). All residents/fellows should receive, at the minimum, a written evaluation by appropriate faculty at the end of each rotation or learning experience, and semi-annual reviews with the program director. If the rotation is more than a standard calendar month, one evaluation for the entire rotation period is acceptable. However, if the rotation lasts longer than two months, it is advisable for the faculty to provide feedback at shorter intervals, such as at the rotation midpoint.

Program directors should discuss with the resident/fellow any evaluation in which a resident/fellow fails to meet expectations for his/her level of training. This discussion should occur when the evaluation is submitted and should not be delayed until the resident/fellow's semi-annual evaluation.

All BCM programs will use a Clinical Competency Committee (CCC) (ACGME Common Program Requirements V.A.1) to review all resident/fellow evaluations semiannually, prepare milestone evaluations for each resident/fellow semiannually, and advise the program director regarding resident/fellow progress. In addition, it is required that program directors complete a written summative evaluation at the end of the training period for all residents/fellows, following ACGME guidelines (CRR V.A.3). The program director must appoint a Program Evaluation Committee (PEC) to evaluate program curriculum at least annually and write an Annual Program Evaluation (APE) (CPR V.C.1-3.). Residents/fellows shall have the opportunity to enter a written reply to all evaluations into their training files.

All residents/fellows, in return, will be expected to complete written evaluations of faculty, rotations, program, peers, and students, in a professional and timely manner.

27.5.04 - Reappointment and Promotion Policy

Graduate Medical Education: Responsibilities of Programs

Last Updated: 09/28/2016

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows, Postdoctoral Fellows

RATIONALE

The purpose of this Policy is to clarify established criteria for reappointment and promotion of Baylor College of Medicine (BCM) residents and fellows, potential effects of probation on reappointment and promotion, and the process afforded to residents and fellows facing suspension, non-renewal, non-promotion, or dismissal from a Graduate Medical Education (GME) program.

STAKEHOLDERS AFFECTED BY THIS POLICY

Compliance with this policy is mandatory for all BCM College Members participating in GME programs.

DEFINITIONS

"College Members" shall mean GME faculty members, fellows, residents, staff members, post-doctoral fellows, students, visiting faculty, and any other persons employed, enrolled, or appointed by Baylor College of Medicine (BCM).

"House staff physicians" shall mean resident physicians and fellows who care for patients under the direction and supervision of the attending staff of a BCM clinic, affiliated hospital and/or clinic site.

POLICY

While each GME residency/fellowship program is permitted to establish its own standards of progress, this Policy establishes the minimum essential elements each residency/fellowship program must incorporate into its written policies for reappointment and promotion, which are designed to ensure compliance with the Accreditation Council for Graduate Medical Education (ACGME) Common Program Requirements. This Policy also describes mandatory implementation responsibilities of BCM faculty and staff necessary to provide adequate process, and the integrity of promotion and reappointment processes across all GME programs.

Promotion

Promotion criteria must be performance-based and program-specific. Residents/fellows must be evaluated fairly and objectively, and promotion must be based on academic and clinical performance. Each residency/fellowship program must have written policies for the evaluation and promotion of residents/fellows. At a minimum, each residency/fellowship program's evaluation and promotion policy must contain:

- An ongoing evaluation process that includes a written formal evaluation for each rotation or segment of the training program,
- Specific criteria for demonstration of exceptional, satisfactory, and/or unsatisfactory competency in relevant specialty milestones for each rotation or segment of the training program,
- Written notice to the resident/fellow of the program's intent not to promote him/her to the next level of training in the event of unsatisfactory performance, and
- A statement that evaluations will be made available for the resident/fellow to review through the E*Value system within a reasonable time following completion of each rotation or segment.

Each residency/fellowship program must also provide copies of its policies to the Senior Associate Dean for GME to keep on file, in addition to ensuring accessibility for residents/fellows participating in its program.

Effect of Probation on Opportunities for Promotion

An adverse action of probation, as defined by the GME Adverse Action: Definition and Principles Policy (27.6.1), will have the following effect on opportunities for promotion: no house staff physician on probationary status of any kind may be promoted until such

probation has been satisfactorily completed. If this action will affect the issuance of a new contract, the program director is to contact his/her GME Coordinator, and a special contract, showing continuation of training, but no promotion, will be produced. Furthermore, the program director must ensure that the resident/fellow signs a fitness for duty certification, a self-attestation in which the resident/fellow must indicate that he/she knows of nothing that would in any way inhibit or prohibit his/her ability to provide safe and proper medical care to patients since the last appointment or reappointment contract was signed. This certification will be included with the reappointment letter. Residents/fellows have a duty to report any potential challenges to his/her ability to render safe and proper medical care directly to his/her program director, and in the event of doubt he/she must consult the program director prior to signing the form.

Reappointment

At a minimum, each residency/fellowship program's reappointment policy must indicate that reappointment is contingent upon:

- Appropriately and successfully completing current year training,
- Continuing to meet the standards of his/her program and department, and
- Maintaining an active Physician-in-Training Permit or licensure registration with the Texas Medical Board.

If the residency/fellowship program determines the resident/fellow meets all of these criteria, he/she will receive a letter of reappointment from the residency/fellowship program.

In addition, each residency/fellowship program's reappointment policy must also include the following provisions:

- *Identify the ultimate decision-maker* - The determination to reappoint or not to reappoint a resident/fellow is made by the department's Clinical Competency Committee upon recommendation of the program director, chair, or vice chair for education as appropriate, and can be appealed in accordance with the procedures outlined in GME policies concerning Adverse Actions, which are cited under "Related Policies."
- *Describe the manner and timing of notice* - Written notification of intent to reappoint or not reappoint a resident/fellow will be made by the program director and department chair, and notice must be delivered via certified letter no later than four months and no earlier than seven months before completion of the resident/fellow's term of appointment, provided that the resident/fellow is not on probationary status. Written notice, the letter of reappointment, and/or an employment contract must be sent simultaneously.
- *Describe the time period for acceptance* - The resident/fellow seeking reappointment must return the signed contract to his/her program director or department chair within 30 days of receipt of certified letter. After this time period has passed, the resident/fellow's power of acceptance terminates automatically and the reappointment offer and associated contract shall be considered void, and may be rescinded by the program director and/or department chair.

Effect of Probation on Opportunities for Reappointment

The offering of a reappointment letter, and the acceptance and signing of such a letter by a resident/fellow, in no way limits the ability of a department to impose Adverse Actions where warranted against resident/fellow as defined under GME policies. It is possible to offer reappointment without promotion, that is, to ask a resident/fellow to repeat part or all of the year for remediation purposes. This may be done whether or not a resident/fellow is on probation, and can be appealed in accordance with the procedures outlined in the Appeal of Adverse Actions Policy. Reappointments of this type are to be paid at the level at which the resident/fellow is currently appointed.

RESPONSIBILITIES

While College Members have the responsibility to self-monitor compliance with this policy, the Office of GME is responsible for identifying offending residency/fellowship programs whose written policies for reappointment and promotion do not comply with this Policy, and/or programs that misunderstand or incorrectly assess the impact of probation on promotion or reappointment. In the event a program fails to implement a compliant program, the Office of GME will work collaboratively with the Office of the General Counsel to address that failure, and at its discretion may impose sanctions on the offending program or College Member.

PROCEDURES FOR IMPLEMENTATION AND REVIEW

This policy shall be reviewed every five years, or when new information becomes available through national agencies (if sooner). This policy shall be revised when necessary.

STAKEHOLDER COMPLIANCE

Each residency/fellowship program must have written policies for promotion and reappointment that satisfy the criteria described above, and must provide copies of its policies to the Senior Associate Dean for GME in addition to ensuring accessibility for residents/fellows participating in its program.

Each resident/fellow against whom an Adverse Action is imposed has the right to receive written notice of the determination and may have an opportunity to appeal pursuant to the GME Adverse Action: Definitions and Principles Policy (27.6.1) and Appeal of Adverse Actions Policy (27.6.2). A resident/fellow appealing an Adverse Action imposed for violation of the Sexual Misconduct and Other Prohibited Conduct Policy (02.2.26) must follow that policy's appeal procedure and timelines for appeal completion.

TOOLS

N/A

RELATED POLICIES

[27.6.1 – Definition](#) [of Adverse Actions]

[27.6.2 – Appeal of Adverse Actions](#)

[27.6.3 – Reporting/Record Retention](#) [of Adverse Actions]

[27.6.4 – Conduct of Hearings](#)

APPLICABLE LAWS, REGULATIONS & STANDARDS

[ACGME Common Program Requirements](#)

[ACGME Institutional Requirements](#)

27.5.05 - Record Retention

Graduate Medical Education: Responsibilities of Programs

Last Updated: 01/01/2015

Original policy date:

It is the purpose of this policy to guide graduate medical education (GME) programs in the retention of records produced during the recruitment, admission, training, and matriculation of residents/fellows. It is the policy of Baylor College of Medicine to assign minimum record retention times, as determined by the nature of the documents, based on current institutional policies, accreditation/regulatory mandates, and state/federal law.

Records of any kind may not be destroyed in any internal investigation, audit, litigation, claim, negotiation, open records request, administrative review, or other action involving the record or parties involved in the record, if such action is initiated before the expiration of a retention period for the record in question, until the completion of the action and the resolution of all issues that arise from it. If no such action exists, then the record retention schedule controls the disposition of documents.

For GME purposes, the academic year is defined as July 1 – June 30, unless a program has a contracted variation on that schedule; in that event, the 12 month period utilized by the program shall constitute an academic year.

Program(s) may request individual policies concerning record retention, which are longer than those outlined below through writing to the GME Office, which will seek approval from the Office of the General Counsel.

Overview of retention schedule, by general category of records:

1. Admissions/Recruitment: Materials collected as part of the application/admissions/selection process.
 - a. Applicants who are selected/matched into the GME program will have these materials moved into their individual personnel files.
 - b. Materials submitted/created/maintained for those applicants who were not selected/matched, may be destroyed one year after the end of the academic year in which the application is made. For example, for an application made during the 2013 – 2014 year for training to begin July 1, 2014, records can be destroyed after June 30, 2015.
2. Individual Trainee's File: Created at the beginning of enrollment in a GME training program, this file continues through the duration of the training program, containing contracts, evaluations, licenses, certificates, and other materials related to the employment and training of the resident/fellow. For any resident/fellow for whom an adverse action was taken, the training file should be kept in its entirety indefinitely.
 - a. Formative and Summative Evaluations:
 1. **Formative Evaluations** – created during training, and include, but are limited to; faculty evaluations, self-assessment, 360 degree evaluations, patient/family evaluations, and peer/staff evaluations. These must be retained during the duration of the resident/fellow's training, and may be deleted following graduation/completion/leaving the program. All evaluations completed by anyone except faculty should be stripped of identifiers prior to inclusion in a training file.
 2. **Summative Evaluations** – created as "final" evaluations, upon completion of a significant educational component [often a year of training] in paper and/or electronic forms should be retained for at least five (5) years after the individual has graduated/completed/left the program.
 3. **Final Summary Evaluations** – the final evaluation prepared by the program director at the end of training, which verifies the resident/fellow has demonstrated sufficient professional ability to practice competently and independently in that specialty. This final evaluation must be part of the resident/fellow's permanent record maintained by the institution.
3. Assignments/Schedules/Time Off. Information regarding rotations, used in creation of Intern Resident Information System reports (paper and electronic) should be retained for 10 years after the end of the fiscal year, in order to provide primary verification of rotations in the event of a Medicare or affiliated hospital audit.
4. Research Projects/IRB Approvals. A final copy of IRB approvals, and the actual paper should be retained as part of the trainee's permanent institutional record. Any work papers or other items should be referred to the Office of Research for retention or disposal.

5. Program-Specific Policies and Procedures. These policies, typically collected as Program Policies, and addressing such matters as resident selection and appointment, evaluation, moonlighting, supervision, etc., which are specific to the program, and which are distributed to trainees and faculty, should be retained until they are superseded, plus three (3) years.
6. Contracts. Official, binding employment contracts originated by the Office of Graduate Medical Education, and signed by all involved parties. Should be retained as part of the resident/fellow's permanent institutional record.
7. Lawsuits, Internal/External Investigations. These working papers and final documents should be retained as part of the resident's/fellow's permanent institutional record.
8. Accreditation Records. All records related to ACGME accreditation, including correspondence, letters of notification, citations, progress reports, etc. shall be kept in perpetuity.
9. Immigration Paperwork. Should be retained as part of the resident/fellow's permanent institutional record.

27.5.06 - Residency Program Closure or Reduction in Size

Graduate Medical Education: Responsibilities of Programs

Last Updated: 01/01/2015

Original policy date:

In the event that a training program is discontinued or reduced in size, the program and Baylor College of Medicine (BCM) will put forth all reasonable efforts to eliminate the program or decrease the number of trainees through attrition. That is, new residents/fellows will not be taken into the training program, but those resident/fellows already in the program will be offered the opportunity to complete their training at BCM. In those situations where this is not possible, the residency/fellowship program will make all reasonable efforts to help the resident/fellow find a suitable position elsewhere. All of the above is fully consistent with institutional and common program requirements of the Accreditation Council for Graduate Medical Education (ACGME).

27.5.07 - Texas Medical Board Reporting

Graduate Medical Education: Responsibilities of Programs

Last Updated: 03/14/2023

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows

Policy Established on	January 1, 2015 (v1)
Status, Date of Last Update	Current, as of March 14, 2023 (v2, <i>non-substantive changes required for alignment with related policies</i>)
Next Scheduled Review Date	March 13, 2025

I. Rationale

This policy establishes standards and practices for Graduate Medical Education Programs to make mandatory reports to the Texas Medical Board (TMB) in compliance with TMB regulations, as well as requirements for Resident and Fellow Physicians to make reports to the TMB.

II. Stakeholders Affected by this Policy

This policy governs all BCM Graduate Medical Education Programs, including those accredited through the Accreditation Council for Graduate Medical Education or approved by the TMB.

III. Definitions

- A. **BCM** – Baylor College of Medicine
- B. **GME** – Graduate Medical Education
- C. **TMB** - Texas Medical Board
- D. **PIT** - Physician-in-Training

IV. Policy

A. **Mandatory TMB Reporting by GME Programs.**

1. Standards for Mandatory TMB Reporting - The following circumstances must be reported to the TMB [as provided in this policy](#):
 - a. If a physician did not begin the training program due to failure to graduate from medical school as scheduled or for any other reason(s);
 - b. If a physician has been or will be absent from the program for more than 21 consecutive days (excluding vacation, family, or military leave) and the reason(s) why;
 - c. If a physician has been arrested after the permit holder begins training in program;
 - d. If a physician poses a continuing threat to the public welfare as defined under Tex. Occ. Code §151.002(a)(2), as amended;

- e. If the program has taken final action that adversely affects the physician’s status or privileges in a program for a period longer than 30 days;
- f. If the program has suspended the physician from the program;
- g. If the program has requested termination or terminated the physician from the program, requested or accepted withdrawal of the physician from the program, requested or accepted resignation of the permit holder from the program, and the action is final.

2. Report Coordination and Timeline for Submission.

- a. PDs are responsible for Initiating Reports through GME Office - Mandatory reports to the Texas Medical Board (TMB) must be made using the TMB’s [Program Director’s Report Form](#). Program Directors will submit an initial draft of the form to the GME Office no more than seven days after the Program Director becomes aware of the circumstance that requires the report. In the event of adverse actions (see Sections IV.A.1.e-g, above), the draft form must be sent to the GME Office within seven days after the appeals process concludes. Refer to the [Policy on Adverse Action: Definition and Principles \(27.6.1\)](#) for more information.
- b. Approval of Forms - The Senior Associate Dean for GME (or designee) and a representative from the Office of General Counsel must review and approve the Form and revise as necessary. In all cases, the GME office will send the final version of the form to the TMB according to TMB’s required deadline per TMB Rule §171.6.
- c. Submission of Forms - The GME Office has sole responsibility for submitting all mandatory reports to the TMB on behalf of the College.
- d. Independent Submission of Forms by Program Director is Prohibited - Program Directors are not authorized to independently author or submit reports to the TMB. Independent authorship/submission of TMB reports by a Program Director constitutes a violation of this policy which will be subject to disciplinary action.

B. Mandatory TMB Reporting by Trainees.

- 1. Acquiring a Full Texas Medical License (TML) – If a Resident or Fellow Physician applies for and receives a full Texas Medical License (TML), the PIT permit is immediately invalid, regardless of the date of expiration on the original PIT permit. The license holder is required to provide proof of licensure to the Office of Graduate Medical Education within seven (7) days of receipt. It is the responsibility of the license holder to meet all requirements for maintenance of the license. In addition, per Texas law, a Resident or Fellow Physician must immediately apply for and obtain a DPS and DEA registration number, regardless of the intent to prescribe. At the time the full TML is issued, a trainee may no longer utilize an institutional DPS or DEA number.
- 2. License Expiration – If a TML holder allows the license to expire, he/she will be taken off duty without pay immediately, and credit for training done with an expired license may be disallowed. It is also the TML holder’s responsibility to report any and all required information to the TMB as defined by TMB.

V. Responsibilities

N/A

VI. Procedures for Implementation and Review

N/A

VII. Stakeholder Compliance

N/A

VIII. Tools

- A. [Program Directors – Duty to Report Form](#);

IX. Related Policies

- A. [27.6.1 – Adverse Action: Definition and Principles](#),
- B. [27.6.2 – Appeal of Adverse Actions Policy](#),
- C. [27.6.3 – Reporting/Record Retention](#) [of Adverse Actions].

X. Applicable Laws, Regulations & Standards

- A. [22 Tex. Admin. Code §§ 171.1 – 171.6](#) (see [§171.6](#), Duties of Program Directors to Report; see also [§171.5](#), Duties of PIT Holders to report);
- B. [ACGME Common Program Requirements](#) (see Program Director Responsibilities and Evaluation: [2022](#) Residency requirements; [2022](#) Fellowship requirements; [2022](#) One-Year Fellowships)

27.5.08 - Scheduling/Billing

Graduate Medical Education: Responsibilities of Programs

Last Updated: 01/01/2015

Original policy date:

Schedules showing where residents and fellows work, including the billing source, are the most vital communication to ensure that Baylor College of Medicine (BCM) affiliates receive an accurate and timely bill, and BCM is paid and can then pay the residents/fellows.

Annual schedules for residents/fellows are submitted to the BCM Graduate Medical Education Office May 1 for the upcoming academic year, on the provided template. Billing for residents/fellows should match the percentages of where the residents/fellows are actually working, (i.e. a resident/fellow cannot work at one facility, while another facility is billed unless the payer agrees to this arrangement). To misbill in this manner will result in a federal audit, with the hospital refusing charges and BCM facing the financial loss.

Changes to the schedule are expected, but should be kept to a minimum, and requested promptly on the GME Change Form Template. Changes are not guaranteed to be funded (i.e. when a change form is submitted, if the swap cannot be paid by the affiliates involved, the trainee can perform the work, but the program will be required to pay the stipend).

Schedules will be entered into the SAP payroll system for the entire year. Each month, assignment sheets will be distributed to programs for review for corrections. Changes must be submitted by programs by requested deadlines or programs will be billed.

Errors found or corrections made by the programs after bills have run (retros) will be corrected to reimburse the affiliate who was wrongly billed. The department will be responsible for any financial liabilities caused by such billing errors.

27.5.09 - Transitions of Care

Graduate Medical Education: Responsibilities of Programs

Last Updated: 01/01/2015

Original policy date:

Each Baylor College of Medicine GME program must educate its residents/fellows on effective care transitions in an effort to ensure that care transitions occur in a consistently well-coordinated manner and to facilitate continuity of care and patient safety. Care transitions refer to the movement patients make between health care practitioners and settings as their conditions and care needs change during the course of a chronic or acute illness.

Residents/fellows must be educated to use approved, standardized, context-specific transitions of care tools or instruments, as relevant. Residents/fellows must also be educated to communicate effectively with team members in the hand-over or hand-off process as responsibility for a patient shifts from one team to another or from one individual to another.

Faculty must observe and assess resident/fellow participation in patient care transitions and give feedback to improve care transitions as appropriate.

Optimally, residents/fellows and faculty will practice care transitions through simulated or real-time interprofessional training.

Residents/fellows and faculty should be informed of mechanisms for reporting concerns about site-specific transitions of care tools, instruments, policies or procedures.

The Graduate Medical Education Committee (GMEC) will monitor program compliance with transitions of care requirements (institutional (III.B.3.), common (VI.B.) and specialty-specific requirements.

27.5.10 - Supervision of Resident and Fellow Physicians Policy

Graduate Medical Education: Responsibilities of Programs

Last Updated: 10/20/2021

Original policy date:

Applies to: Faculty, Residents & Clinical Postdoctoral Fellows

Policy Established on	January 1, 2015
Policy Status, Last Update	Current, as of October 10, 2021
Next Scheduled Review Date	October 1, 2023

I. Rationale

Baylor College of Medicine's Graduate Medical Education Training Programs, in collaboration with its participating sites, strive to provide superior clinical learning environments for the education and training of Resident and Fellow Physicians to, under the supervision of qualified faculty, become competent, independent practitioners while ensuring the highest level of patient safety and satisfaction.

II. Stakeholders Affected by this Policy

This policy applies to all Baylor College of Medicine Clinical Departments, Graduate Medical Education Training Programs, and associated Resident and Fellow Physicians.

III. Definitions

- (a) **ACGME** – Accreditation Council for Graduate Medical Education
- (b) **BCM** – Baylor College of Medicine
- (c) **GME** – Graduate Medical Education
- (d) **Training Programs** – as defined by the Texas Medical Board in [22 Tex. Admin. Code § 171.3\(a\)\(1\)](#), are clearly defined and delineated postgraduate medical education Training Programs approved by the ACGME. Training Programs are administered under the direction of the BCM Office of GME and the DIO, with support from the Office of the Provost and/or BCM affiliated institution.

IV. Policy

- A. BCM GME Training Programs provide Resident and Fellow Physicians with graduated autonomy throughout training as necessary to allow them to mature into proficient practitioners, while consistently maintaining appropriate supervision provided by fully licensed supervising faculty members.
- B. Each patient cared for by a BCM Resident or Fellow Physician at each of BCM's participating sites must have an identified, fully licensed and credentialed independent practitioner who serves as the Resident or Fellow Physician's supervising faculty member and is ultimately responsible for that patient's care. It is the responsibility of the supervising faculty member to assure that all Resident and Fellow Physicians receive the appropriate level of supervision.
- C. BCM GME program directors must ensure that supervising faculty members are made aware of the ACGME's classifications of supervision.
 - 1. **Direct Supervision.** The supervising physician is physically present with the Resident or Fellow Physician. For billing purposes, the supervising physician must be "physically present" during the "critical or key portion" of the patient interaction as provided in the [Teaching Physician Rules: E/M Services Policy \(31.3.07\)](#) or [Teaching Physician Rules: Non E/M Services Policy \(31.3.09\)](#), as applicable.
 - 2. **Indirect Supervision.** The supervising physician is not providing physical or concurrent visual or audio supervision, but is immediately available to the Resident or Fellow Physician to provide guidance, and is available to provide direct supervision.
 - 3. **Oversight.** The supervising physician is available to provide review of procedures/encounters with feedback provided after the care is delivered.
- D. Each BCM GME Training Program must develop a program-specific policy of supervision, and distribute this policy to all appropriate parties, including the Office of GME and supervising faculty members. This policy must comply with policies from the

Joint Commission and/or other hospital accrediting bodies; the bylaws of each participating site through which Resident and Fellow Physicians rotate; all applicable laws, regulations, and standards (e.g., local, state, federal); and, all applicable BCM policies and procedures.

- E. Each BCM GME Training Program must also assure that Program Letters of Agreement for training at each participating site include context-specific supervision guidelines.

V. Responsibilities

N/A

VI. Procedures for Implementation and Review

N/A

VII. Stakeholder Compliance

N/A

VIII. Tools

N/A

IX. Related Policies

- [27.5.01 – Program Letters of Agreement;](#)

X. Applicable Laws, Regulations & Standards

N/A

27.5.11 - Issuance of Diplomas Policy

Graduate Medical Education: Responsibilities of Programs

Last Updated: 03/21/2023

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows

Policy Established On	January 1, 2015 (v1); May 25, 2021 (v2)
Status, Last Update	Current , as of March 21, 2023 v2.1m (<i>non-substantively modified</i>)
Next Scheduled Review Date	May 1, 2023

I. Rationale

This policy describes eligibility requirements, costs, and provision of Graduate Medical Education diplomas and certificates to Resident and Fellow Physicians.

II. Stakeholders Affected by this Policy

This policy applies to all Baylor College of Medicine Clinical Departments, Graduate Medical Education Training Programs, and associated Resident and Fellow Physicians.

III. Definitions

BCM – Baylor College of Medicine

GME – Graduate Medical Education

IV. Policy

A. Diploma/Certificate Eligibility.

1. BCM will issue a diploma or certificate to all Resident and Fellow Physicians who complete at least 12 months of training. Those Resident and Fellow Physicians who leave prior to the completion of 12 months should seek a letter from their Program Director documenting time completed.
2. Technically, diplomas are issued for accredited programs, and certificates are issued for non-accredited programs. Physically both documents are identical.

B. **Cost of Diploma/Certificate Copies.** Departments must order diplomas/certificates for their trainees. As a graduation courtesy to each Resident or Fellow Physician, BCM will provide one copy of the diploma/certificate free of charge. Resident and Fellow Physicians may order additional copies at their own expense.

C. **Diploma/Certificate Size.** The size of the diploma/certificate will be 12" x 14".

D. Diploma/Certificate Contents.

1. Resident or Fellow Physician's Name –
 - a. The legal name of record at the time the diploma/certificate is issued will be the one printed on all official documents. If a Resident or Fellow Physician has married or divorced, it is required that the name change be processed through the BCM Office of Human Resources and entered into the BCM system before it will be printed on a diploma.

b. If a name is changed after graduation, the "new" name will not be put on a reprinted diploma, as it was not the Resident or Fellow Physician's legal name of record at the time of their training.

2. GME Training Program Name - The official Accreditation Council for Graduate Medical Education or Texas Medical Board name of the program will be the name printed on the diploma or certificate.
3. GME Training Site – The only training sites that will be listed on diplomas/certificates are those listed on the Baylor College of Medicine [affiliated hospitals](#) website.
4. Academic Leadership Signatories - Signatures of BCM's President & Executive Dean and the Senior Dean of the School of Medicine are automatically included on the printed diploma/certificate. In the event of reprint after graduation, all efforts will be made to ensure the same BCM officials sign the new diploma/certificate. If any previous signatory is unavailable at the time of reprint then current leadership will sign.
5. Academic Credentials – Diplomas/certificates will list the medical degree as issued and stated on the diploma granted by the medical school. Resident and Fellow Physicians should remember that several terminal degrees are recognized by the Texas Medical Board as eligible to practice medicine in the state. BCM GME programs are not degree-granting programs, as defined by the Texas Higher Education Board; therefore, BCM cannot change degrees previously earned. For example, M.B.B.S. is a degree commonly conferred internationally. This would be the degree printed on the BCM residency/fellowship diploma. It would not be changed to M.D.

E. **Diploma/Certificate Delivery: Forwarding Address Required.** The BCM GME Office will mail a diploma/certificate to a Resident or Fellow Physician after the individual has cleared all items with BCM, including reporting of all Clinical and Educational Work Hours in the Medhub system. Each Resident or Fellow Physician must provide an appropriate forwarding address to BCM to ensure receipt.

V. Responsibilities

Departments are responsible for ordering documents through their GME coordinator; the BCM GME Office pays the expense. Ordering diplomas and certificates may take several weeks, so please plan accordingly.

VI. Procedures for Implementation and Review

N/A

VII. Stakeholder Compliance

N/A

VIII. Tools

N/A

IX. Related Policies

N/A

X. Applicable Laws, Regulations & Standards

N/A

27.5.13 - Request for Trainee Records Policy

Graduate Medical Education: Responsibilities of Programs

Last Updated: 10/20/2015

Original policy date: 10/20/2015

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows, Postdoctoral Fellows

RATIONALE

Graduate Medical Education (GME) Programs often receive requests for documentation from a Baylor College of Medicine (BCM) trainee's file during the trainee's enrollment or after the course of training concludes. These requests generally seek copies of the trainee's evaluations. The purpose of this Policy is to 1) formalize the GME policy for trainee records requests, 2) establish procedures to be followed in the event of requests from outside sources, and 3) align BCM procedure with relevant state and federal guidelines designed to protect the due process rights of trainees and minimize institutional liability.

STAKEHOLDERS AFFECTED BY THIS POLICY

Compliance with this Policy is mandatory for all College Members participating in GME programs who may receive requests for trainee documentation.

DEFINITIONS

"College Members" shall mean GME Program Directors, fellowship directors, faculty members, fellows, residents, researchers, staff members, post-doctoral fellows, students, visiting faculty, and any other persons employed, enrolled, appointed by, working at or using facilities provided by or through BCM.

POLICY

Requests for trainee evaluations unaccompanied by a valid subpoena shall not be granted under any circumstances. The State of Texas Medical Practice Act provides peer review protection for trainee evaluations and prohibits their use in legal proceedings. If BCM provides third parties with access to these legally protected documents, that protection could be lost. A trainee who prints his or her own evaluations from the E*Value system and provides them to a third party may similarly lose or waive the protected status of those particular evaluations.

The Program Director must contact the appropriate GME Coordinator immediately upon receipt of any request for trainee evaluation or documentation including trainee evaluation to determine the proper response, regardless of whether the request is accompanied by a subpoena. Program Directors shall not grant any request(s) related to trainee evaluation unless advised to so by the appropriate GME Coordinator.

Furthermore, requests for trainee evaluation(s) or documentation that includes trainee evaluation(s) should never be granted unless presented with a valid subpoena. If a Program Director receives a request for trainee evaluation or documentation including trainee evaluation from a state or federal agency that is unaccompanied by a subpoena, the Program Director must inform the agency that the request shall be denied until a subpoena is provided.

The Program Director must forward all subpoenas to the GME Coordinator immediately upon receipt, who will serve as a liaison between the Program Director and the BCM General Counsel to determine whether the request should be granted, and to ensure that all appropriate documentation is provided in a timely manner.

RESPONSIBILITIES

Although College Members must self-monitor compliance with this policy, Program Directors are the point of first contact for requests for trainee documentation, and are responsible for contacting the GME Office as soon as possible upon receipt of any such requests for trainee evaluation regardless of whether a subpoena is present. Program Directors must coordinate with the Office of Graduate Medical Education and the Office of the General Counsel to ensure requests are granted or denied in accordance with this Policy.

The Office of Graduate Medical Education is ultimately responsible for supervising the compliance of Program Directors, and identifying incidents of departmental noncompliance. The Office of Graduate Medical Education collaborates with the Office of the General Counsel to determine and impose sanctions for violations of the Policy on a case-by-case basis.

PROCEDURES FOR IMPLEMENTATION AND REVIEW

Upon receipt of any request for trainee evaluation or trainee documentation including evaluations, Program Directors must contact the appropriate GME Coordinator immediately to discuss whether the request(s) should be denied or granted as required by this Policy. This policy shall be reviewed at least every five years, and shall be updated and revised sooner if required by changes in applicable law.

STAKEHOLDER COMPLIANCE

CONSEQUENCES OF NON-COMPLIANCE MAY INCLUDE BUT ARE NOT LIMITED TO FINANCIAL PENALTIES FOR PROGRAMS AND/OR TERMINATION OF EMPLOYMENT FOR PROGRAM DIRECTORS DEEMED IN VIOLATION OF THIS POLICY.

TOOLS

N/A

RELATED POLICIES

[27.1.1 – ACGME Programs Policy](#)

APPLICABLE LAWS, REGULATIONS & STANDARDS

[State of Texas – Medical Practice Act](#)

27.5.14 - Annual Program Evaluations Policy

Graduate Medical Education: Responsibilities of Programs

Last Updated: 10/20/2015

Original policy date: 10/20/2015

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows, Postdoctoral Fellows

RATIONALE

The purpose of this Policy is to formalize the policy and procedure for Annual Program Evaluation in Graduate Medical Education (GME) programs, as required for accreditation by the Accreditation Council for Graduate Medical Education (ACGME) Common Program Requirements.

STAKEHOLDERS AFFECTED BY THIS POLICY

Compliance with this Policy is mandatory for all College Members participating in GME programs.

DEFINITIONS

“College Members” shall mean GME Program Directors, faculty members, fellows, residents, researchers, staff members, post-doctoral fellows, students, visiting faculty, and any other persons employed, enrolled, appointed by, working at or using facilities provided by or through Baylor College of Medicine (BCM).

POLICY

BCM academic programs are generally encouraged to conduct continuous quality improvement programs, but all GME training programs are required to perform and document an Annual Program Evaluation at least once per year using the Annual Program Evaluation Form.

The GME Office will notify Program Directors, Department Chairs, and/or Division Directors via email when the Forms become available. The provision of notice to key program administrators, each having some degree of authority and responsibility for program oversight, facilitates greater transparency and consistent compliance.

Annual Program Evaluation Forms will be made available to all GME Program Directors through the E*Value System beginning May 1 of any given year, and are due no later than August 31 of the same year. Failure to meet this deadline may result in the loss of good academic standing and/or adverse action to the offending GME program.

RESPONSIBILITIES

Each GME Program Director is responsible for ensuring his or her department’s compliance with this Policy and for submission of the Annual Program Evaluation on or before August 31 each year. In the event of a Program Director’s illness, vacation, and/or leave of absence the Department Chair and/or Program Director should take necessary action to ensure the Form is complete and submitted prior to the deadline.

The Office of Graduate Medical Education is ultimately responsible for supervising the compliance of Program Directors, and identifying incidents of departmental noncompliance. The Office of Graduate Medical Education collaborates with the Office of the General Counsel to determine and impose sanctions for violations of this Policy on a case-by-case basis.

PROCEDURES FOR IMPLEMENTATION AND REVIEW

This Policy shall be reviewed at least every five years, and shall be updated and revised sooner if required by changes in applicable law.

STAKEHOLDER COMPLIANCE

CONSEQUENCES OF NON-COMPLIANCE MAY INCLUDE BUT ARE NOT LIMITED TO FINANCIAL PENALTIES FOR PROGRAMS AND/OR TERMINATION OF EMPLOYMENT FOR PROGRAM DIRECTORS DEEMED IN VIOLATION OF THIS POLICY.

TOOLS

[Annual Program Evaluation Form](#)

RELATED POLICIES

[27.1.1 – ACGME Programs Policy](#)

APPLICABLE LAWS, REGULATIONS & STANDARDS

[ACGME Common Program Requirements \(2015\)](#)

27.6.1 - Policy on Adverse Action: Definition and Principles

Graduate Medical Education: Adverse Actions

Last Updated: 03/14/2023

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows

Policy Established on	January 1, 2015 (v1); September 28, 2016 (v2)
Status, Date of Last Update	Current, as of March 14, 2023 (v3, <i>non-substantive changes required for alignment with related policies</i>)
Next Scheduled Review Date	March 13, 2025

I. Rationale

The purpose of this policy is to 1) define "Adverse Action" for Graduate Medical Education (GME) programs generally, 2) establish Resident or Fellow Physician rights and program obligations specific to each type of Adverse Action, and 3) distinguish Adverse Actions resulting from academic, clinical, or professional behavior that fails to meet the standards of an ACGME-accredited program from Adverse Actions arising from Prohibited Conduct.

II. Stakeholders Affected by this Policy

Compliance with this Policy is mandatory for all College Members pursuing training and/or participating in a GME residency/fellowship program.

III. Definitions

- A. **Adverse Action** – a disciplinary action that is reasonably expected to have a significant negative impact on the Resident or Fellow Physician's educational or professional record. Adverse actions are limited to probation, suspension (with or without pay), non-reappointment, failure to promote, and dismissal.
- B. **BCM** – Baylor College of Medicine
- C. **College Members** – includes GME faculty members, fellows, residents, researchers, staff members, post-doctoral fellows, students, visiting faculty, and any other persons employed, enrolled, appointed by, working at or using facilities provided by or through Baylor College of Medicine (BCM).
- D. **Conflict of Interest** – occurs when a person's (including his or her immediate family) private interests (financial or otherwise) have the potential to bias or compromise his or her professional obligations such that an independent observer might reasonably question whether actions or decisions are being made in the best interest of the College. A conflict of interest may exist whether or not decisions are affected by a private interest. In other words, the conflict does not depend on the person's character or intent, but rather on the situation and appearance.
- E. **Dismissal** – a disciplinary action by which a Resident or Fellow Physician is permanently relieved of his or her duties.
- F. **Failure to Promote** – a disciplinary action that requires a Resident or Fellow Physician to repeat a portion of his/her training until he/she demonstrates an academic, clinical, or other competency necessary to advance to the next level of training.
- G. **Non-Reappointment** – a disciplinary action that prohibits continued post-graduate training of a Resident or Fellow Physician based on academic, clinical, professional, or other skill or performance deficiencies.

- H. **Probation** – a disciplinary action that establishes a period for testing and observation of the Resident or Fellow Physician’s conduct, abilities, or competencies.
- I. **Prohibited Conduct** – as defined by the Sexual Misconduct and Other Prohibited Conduct Policy (02.2.26), refers to misconduct of a sexual nature (i.e., dating violence, domestic violence, sexual assault, sexual exploitation, sexual harassment, sexual misconduct, and stalking) that is prohibited by federal laws such as Title IX of the Education Amendments of 1972 and the 2013 Reauthorization of the Violence Against Women Act. This policy also adopts the definitions provided in 02.2.26 for specific types of Prohibited Conduct.
- J. **Suspension** – a disciplinary action by which a Resident or Fellow Physician is temporarily relieved of his/her duties.
- K. **TMB** – Texas Medical Board.

IV. Policy

A. **Principles of Adverse Action.** A Resident or Fellow Physician exhibiting academic, clinical, or professional behavior not meeting the standards of his/her program, BCM, any of BCM’s affiliated hospitals, or the TMB may be subject to an Adverse Action by the Program Director or designee. Adverse actions will be implemented as described in this policy.

1. Initiation of Adverse Action Procedures. If a Resident or Fellow Physician fails to demonstrate the appropriate academic, clinical, professional or other skills necessary to continue in a BCM GME program, then he or she may face Adverse Action at the discretion of the involved department’s Clinical Competency Committee, upon recommendation of the Program Director or designee. In the event of a Conflict of Interest, the relevant Department Chair or Vice Chair for Education will intervene and serve as the Program Director’s designee, as appropriate. Adverse Actions imposed by the appropriate Clinical Competency Committee will be implemented in consultation with the Office of GME, and the affected Resident or Fellow Physician will receive notice as described below (see “Procedures for Implementation and Review”).
2. Impact of Prohibited Conduct.
 - a. If a Resident or Fellow Physician violates the Sexual Misconduct and Other Prohibited Conduct Policy (02.2.26) by engaging in Prohibited Conduct, or engages in sex or gender-based harassment in violation of the BCM Harassment Policy (02.2.25), then the Title IX Coordinator(s) will adjudicate the matter and impose appropriate interim or permanent sanctions on the Resident or Fellow Physician as described in the appropriate Policy. A Resident or Fellow Physician facing interim or permanent sanctions for violation(s) of the BCM Sexual Misconduct and Other Prohibited Conduct Policy (02.2.26), or for sex or gender-based misconduct (02.2.25), will receive notice as set forth in those policies.
 - b. The Title IX Coordinator, as the finder of fact regarding the Prohibited Conduct, will provide appropriate information regarding the Prohibited Conduct to the Office of GME, the Resident or Fellow Physician’s Program Director, and the appropriate Clinical Competency Committee (CCC), which will determine whether an Adverse Action is appropriate and what it should be. The Office of GME, the involved Program Director and the CCC will not conduct additional investigation or re-adjudicate the Title IX Coordinator’s findings.
3. Availability of Appeal. **As described in Policy 27.6.2 (Appeal of Adverse Action), the imposition of any Adverse Action is appealable, with the exception of suspension.** The imposition of a suspension is in every case subject to an automatic administrative review by the Office of GME, and any Resident or Fellow Physician who is subject to suspension may also seek redress by filing a grievance (see 27.4.12 – Grievances for more information). Adverse Actions arising out of violations of the Sexual Misconduct and Other Prohibited Conduct Policy (02.2.26) must be appealed using the procedure described therein.
4. Mandatory TMB Reporting. Program Directors must make mandatory reports to the TMB as provided in [Section IV.A.2 of the Texas Medical Board Reporting Policy \(27.5.07\)](#).

B. Types of Adverse Actions.

1. Probation.
 - a. When there is concern that a Resident or Fellow Physician’s performance fails to meet the academic, clinical, or other standards of his/her GME program, or that the Resident or Fellow Physician has engaged in other misconduct, he or she may be placed on probation at the discretion of the Program Director or designee, and following review by the involved department’s Clinical Competency Committee.
 - b. The decision about reappointment of a Resident or Fellow Physician on probation may be deferred until the end of the probationary period. Consistent with the GME Reappointment and Promotion Policy (27.5.04), removal of probationary status does not constitute reappointment, and a Resident or Fellow Physician on probation is not exempt from dismissal if performance or behavior warrants such action.
 - c. *Duration of Probation: Remediation Consequences.*
 - 1) For performance issues exclusive of Prohibited Conduct and misconduct, an appropriate period will be allowed for the Resident or Fellow Physician to correct the identified deficiencies. If the Resident or Fellow Physician has not corrected all deficiencies by the end of the probationary period, the duration of

probation may be extended or the Resident or Fellow Physician will be dismissed from the program. If the program is satisfied that the Resident or Fellow Physician has corrected all deficiencies prior to expiration of the probationary period, the probationary status may be lifted earlier.

- 2) Probationary status for misconduct does not afford the same protection as provided for non-misconduct issues. The GME program is under no obligation to allow the misconduct to continue. Thus, during this period of probation, additional acts of misconduct can result in further Adverse Action, up to and including immediate dismissal.
2. Suspension. When there is concern that a Resident or Fellow Physician's performance poses a risk to patient safety, or if performance issues are time-sensitive and must be addressed immediately to mitigate observed error(s) or harm to patients, the Resident or Fellow Physician, or other trainees, the Program Director or designee may suspend the Resident or Fellow Physician from his or her training program. At the discretion of the Program Director or GME Deans, suspension may be with or without pay. Time on suspension may not be counted as creditable time in a training program, nor made up for by relinquishing vacation. Any time on suspension will result in an extension of the GME program.
 3. Non-Reappointment. If a Resident or Fellow Physician fails to demonstrate the appropriate academic, clinical, professional or other skills which are necessary to continue in a BCM GME program, the Program Director or designee may decline to reappoint the Resident or Fellow Physician for continued training after review by the involved department's Clinical Competency Committee.
 4. Failure to Promote. If a Resident or Fellow Physician fails to demonstrate the academic, clinical, or other standards necessary to advance in his/her training program, the Program Director or designee may decide not to promote this Resident or Fellow Physician to the next post graduate year level of training after review by the involved department's Clinical Competency Committee. When a Resident or Fellow Physician is not promoted, his/her pay level and post graduate year level of training will remain the same for the next contracted period. While these periods are usually for one full academic year, if deemed appropriate by the Program Director or designee, a Resident or Fellow Physician may be asked to repeat a portion of an academic year.
 5. Dismissal.
 - a. With the endorsement of the involved department's Clinical Competency Committee, the Program Director or designee may dismiss a Resident or Fellow Physician immediately upon any of the following grounds, including:
 - 1) *Compromised performance* - If his/her performance presents a serious compromise to acceptable standards of care or jeopardizes patient welfare;
 - 2) *Impairment* - If he/she is impaired according to the definition provided by the Texas Medical Board (www.tmb.state.tx.us) or the American Medical Association (www.ama-assn.org);
 - 3) *Unethical conduct* – If his/her conduct does not embody the Principles of Medical Ethics of the American Medical Association (www.ama-assn.org/ama/pub/category/2512.html);
 - 4) *Illegal, threatening, or harassing conduct* – If he/she is convicted of a state or federal crime, or found to have engaged in Prohibited Conduct, or other misconduct;
 - 5) *Unscheduled and unjustified absence* – If he/she fails to report to work as scheduled and without a justification acceptable to the Program Director or designee. Any justification provided by the Resident or Fellow Physician will be evaluated according to the totality of the circumstances (e.g., limits on the duration of absence from training as established by the relevant specialty board, reasonableness of justification, past absences);
 - 6) *Other institutional or hospital-affiliate policy violations* - For violations of the rules, regulations and/or policies of BCM or its affiliated hospitals;
 - 7) *Significant lapse in professionalism* - If he/she fails to meet training level expectations of professionalism, or if severely deficient interpersonal or communication skills compromise his/her ability to meet professionalism expectations.
 - b. If the Resident or Fellow Physician chooses to appeal the dismissal, he/she will remain on BCM payroll until the appeals process is concluded. However, time spent in the appeals process will not be counted towards requirements to graduate and may result in an extension of training time.

V. Responsibilities

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- A. All GME residency/fellowship programs, Program Directors, Department Chairs, Vice Chairs for Education, and Clinical Competency Committees must adhere to this policy's criteria in the determination of any Adverse Action, and permit appeal of Adverse Actions as set forth above. Each program also has a general responsibility to safeguard the process rights of its residents/fellows described in this Policy. The Office of GME must ensure that all residency/fellowship programs, Program Directors, Department Chairs, Vice Chairs for Education, and Clinical Competency Committees impose Adverse Actions in good faith and in writing, according to the terms (e.g. timing and content of notice) described below. In the event of a Conflict of

Interest, the Program Director will defer recommendation of Adverse Action to the Department Chair or Vice Chair for Education, as appropriate.

- B. The Office of GME must ensure fair and consistent implementation of Adverse Actions amongst all GME residency/fellowship programs through systematic monitoring of documented activities. For instance, the Senior Associate Dean for GME must review and approve all Program Director completed Duty to Report Forms prior to TMB submission, which allows verification of GME program compliance with the terms of this and other related policies by examining documentation of the Resident or Fellow Physician's performance or behavior, involvement of the relevant Clinical Competency Committee, and procedures for appeal.

VI. Procedures for Implementation and Review

A. **Notice and Comment Requirements.**

1. Adverse Action may be taken against a Resident or Fellow Physician at any time, provided that GME Programs observe relevant notice requirements described in this policy.
2. The Resident or Fellow Physician must be notified of an Adverse Action in writing, afforded an opportunity to discuss the reason(s) for the action with the Program Director or designee, as well as the impact to the Resident or Fellow Physician's program status, and his or her career path if applicable. Written notice must identify the Adverse Action, identify performance deficiencies or the misconduct at issue, provide timelines for remediation of identified deficiencies (if applicable), and a projected timeline for appeal (if applicable).
3. In special circumstances (e.g. if time is of the essence), the Program Director or designee has the discretion to relay verbal notice of any Adverse Action by telephone provided that the Resident or Fellow Physician is also given written notice via electronic mail, followed by a personal meeting scheduled according the earliest availability of participants. Additional information specific to each Adverse Action is described below.

- B. **Probation.** Written notice of this decision must be delivered to the Resident or Fellow Physician and discussed during a meeting with the Program Director or designee. Written notice must include the specific grounds for the action, list of identified deficiencies, and a designated time period for remediation (i.e., duration of the probation). If additional performance issues arise after the original notice of probation, those issues may be addressed in a separate notice of probation.

- C. **Suspension.** Notice of this decision, including the reason(s) for the action and approximate duration of suspension, will be set forth in writing to the Resident or Fellow Physician, which will be delivered in a meeting with the Program Director or designee. In recognition of the significant impact that suspension can have on a Resident or Fellow Physician's permanent record, all Adverse Actions of suspension automatically trigger administrative review by the Office of GME. Administrative review of suspension entails reviewing the Clinical Competency Committee's record of the action for completeness, and in instances not involving Prohibited Conduct the Office of GME will also evaluate the appropriateness of the action. Review of the record will include: Resident or Fellow Physician interview, fitness for duty evaluation (which is required pursuant to 02.5.64 – Employee Fitness for Duty), investigation of the facts and circumstances surrounding identified performance issues, and witness interviews. If the Office of GME determines that the record is incomplete for lack of essential facts or documentation, the relevant Clinical Competency Committee will be directed to remediate the deficiency prior to any final determination by the Office of GME as to the appropriateness of the action. If the suspension is imposed by the Title IX Coordinator(s), administrative review will be limited to consideration of the Coordinator's interviews, investigation report, and adjudication, rather than a de novo review. The suspension remains in effect until the administrative review concludes. In instances not involving Prohibited Conduct, the Office of GME has discretion to change the designation of "suspension" to "administrative leave" on a case-by-case basis, depending on a variety of factors such as the nature of identified performance issues (e.g., effect on patient care), likely cause of performance deficiencies (e.g., arising out of the physical, mental, or emotional health of the Resident or Fellow Physician, lack of preparation), findings of the review, and the timeline for resolution of identified performance deficiencies.

- D. **Failure to Promote.** Written notice of this decision, including the reason(s) for the action, a plan for the Resident or Fellow Physician to gain and demonstrate required competencies must be delivered to the Resident or Fellow Physician and discussed during a meeting with the Program Director or designee.

- E. **Non-Reappointment.** Such a decision shall be relayed to the Resident or Fellow Physician at least 120 days before the end of his/her current contract. Written notice of this decision must be delivered to the Resident or Fellow Physician and discussed during a meeting with the Program Director or designee. The Resident or Fellow Physician shall be allowed, and is expected to complete, the terms of his or her current contract unless other arrangements are approved by the Program Director or designee.

- F. **Dismissal.** A Resident or Fellow Physician may be dismissed at any time. Written notice of this decision must 1) indicate the grounds for the action, and 2) be delivered to the Resident or Fellow Physician and discussed during a meeting with the Program Director or designee.

VII. Stakeholder Compliance

- A. With the support of the Office of GME, each Resident or Fellow Physician facing an Adverse Action for failure to meet the academic, clinical, or professional behavior standards of an ACGME-accredited GME program such as probation, non-reappointment, failure to promote, or dismissal has the right to receive written notice of the determination and an opportunity to appeal. An Adverse Action of suspension may not be appealed by the Resident or Fellow Physician. Consult the [Appeal of Adverse Actions Policy \(27.6.2\)](#) for more information.
- B. A Resident or Fellow Physician appealing a violation of the [Sexual Misconduct and Other Prohibited Conduct Policy \(02.2.26\)](#) or [Policy Regarding Harassment, Discrimination, and Retaliation \(02.2.25\)](#) must follow the applicable policy's appeal procedure and timelines for appeal completion. A Resident or Fellow Physician placed on suspension from his or her training program may elect to file a grievance pursuant to the [GME Grievances Policy \(27.4.12\)](#).

VIII. Tools

N/A

IX. Related Policies

- A. [02.2.25 – Policy Regarding Harassment, Discrimination and Retaliation](#),
- B. [02.2.26 – Sexual Misconduct and Other Prohibited Conduct Policy](#),
- C. [02.5.39 - Employee Conduct At Work](#),
- D. [02.5.64 – Employee Fitness for Duty](#),
- E. [27.4.12 – Grievances](#),
- F. [27.6.2 – Appeal of Adverse Actions](#),
- G. [31.1.01 – Code of Conduct](#).

X. Applicable Laws, Regulations & Standards

- A. [ACGME Common Program Requirements](#) (see current, applicable requirements for Residency, Fellowship, and One-Year Fellowship),
- B. [ACGME Institutional Requirements](#) (see current requirements);

27.6.2 - Appeal of Adverse Actions Policy

Graduate Medical Education: Adverse Actions

Last Updated: 03/14/2023

Original policy date:

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows

Policy Established on	January 1, 2015 (V1); September 19, 2016 (V2); July 08, 2022 (V2, <i>non-substantively modified</i>)
Status, Date of Last Update	Current, as of March 14, 2023 (v3, <i>non-substantively modified for alignment with related policies</i>)
Next Scheduled Review Date	March 13, 2025

I. Rationale

The purpose of this policy is to 1) describe procedures for appeal of adverse actions for Graduate Medical Education (GME) programs generally, and distinguish from the specific procedures set forth by the Sexual Misconduct and Other Prohibited Conduct Policy (02.2.26) for appeal of adverse actions resulting from Prohibited Conduct; 2) explain the roles of the Senior Associate Dean for GME and the Graduate Medical Education Committee in administration of the appeal.

II. Stakeholders Affected by this Policy

Compliance with this Policy is mandatory for all College Members pursuing training and/or participating in a GME residency/fellowship program.

III. Definitions

- A. **Adverse Action** – a disciplinary action that is reasonably expected to have a significant negative impact on the resident/fellow's educational or professional record. Adverse actions are limited to probation, suspension (with or without pay), non-reappointment, failure to promote, and dismissal.
- B. **BCM** – Baylor College of Medicine.
- C. **College Members** – GME faculty members, Resident and Fellow Physicians, staff members, post-doctoral fellows, students, visiting faculty, and any other persons employed, enrolled, or appointed by BCM.
- D. **GME** – Graduate Medical Education.
- E. **GMEC** – Graduate Medical Education Committee.
- F. **Prohibited Conduct** – as defined by the [Sexual Misconduct and Other Prohibited Conduct Policy \(02.2.26\)](#), refers to dating violence, domestic violence, sexual assault, sexual exploitation, sexual harassment, sexual misconduct, and stalking that occurs outside the scope of a BCM education program or activity and /or in a foreign locale.
- G. **Title IX Misconduct** – as defined by the [Title IX Misconduct and Grievance Policy \(02.2.20\)](#), Sexual Harassment, Sexual Assault, Dating Violence, Domestic Violence, and Stalking that occurs during an education program or activity against an individual in the

IV. Policy

- A. Residents and fellows appealing an Adverse Action resulting from a violation of the BCM [Sexual Misconduct and Other Prohibited Conduct Policy \(02.2.26\)](#) or [Title IX Misconduct and Grievance Policy \(02.2.20\)](#), must follow the appeal procedure described in the applicable policy.
- B. Appeal of all other adverse actions, whether springing from a Resident or Fellow Physician's failure to meet the academic, clinical, or professional behavior standards of an ACGME-accredited GME program, or from other misconduct that fails to meet other BCM policy standards, must follow the procedures for appeal as described below.
- C. If appeal of an Adverse Action is permitted pursuant to [GME Adverse Action: Definition and Principles Policy \(27.6.1\)](#), the Resident or Fellow Physician has the right to appeal such action to the Chairperson of their department. This appeal must be in writing and delivered to the Chairperson within seven working days of receipt of notice of the Adverse Action. The Resident or Fellow Physician's appeal letter must specify, in detail, the basis for the appeal.
- D. Requests for appeal are first considered by an ad hoc review committee, comprised of members from the relevant clinical department, including but not limited to members from the residency program's Clinical Competency Committee, and must be conducted in a manner which ensures that the resident/fellow is given an opportunity to present the case for full review and to state the basis for his/her appeal.
- E. If the department's ad hoc review committee dismisses the request for appeal, the Resident or Fellow Physician may appeal directly to the Chairperson of the GMEC, who will form an ad hoc appeals committee for this purpose. The recommendation of the GMEC ad hoc appeals committee must be reviewed by the Senior Associate Dean for GME who will determine the final appeal decision and communicate it to the Resident or Fellow Physician. The decision of the Senior Associate Dean for GME is final and binding and cannot be appealed further or reviewed.
- F. In preparation for and during appeal proceedings, both the Resident or Fellow Physician and the Program Director may utilize a faculty advisor. Attorneys are not permitted to participate in the appellate process.

V. Responsibilities

- A. The Office of GME ensures fair and consistent implementation of Adverse Action appeals amongst all GME residency/fellowship programs through systematic monitoring of documented activities. For instance, the Senior Associate Dean for GME must review all GMEC ad hoc committee recommendations and render a final decision, and all Program Director completed Duty to Report Forms prior to TMB submission. This process allows consistent oversight and verification of GME program compliance with the terms of this and other related policies by examining documentation of the Resident or Fellow Physician's performance or behavior, involvement of the relevant Clinical Competency Committee, and procedures for appeal.
- B. When necessary due to conflicts of interest, reasons of unavailability or other substantive reasons, the persons responsible for implementing this Policy, i.e., Chairperson of the GMEC, Senior Associate Dean for GME, Program Director and Chairperson of the Department, may choose a designee to carry out their responsibilities.

VI. Procedures for Implementation and Review

Upon receipt of the notice of appeal by the Resident or Fellow Physician, the Department Chair will set a date to convene a departmental ad hoc review committee to hear the appeal. The Department Chair may, but is not obligated to, be a voting member of the ad hoc review committee. Regardless of whether he or she is a voting member, the Department Chair shall attend the hearing. Requests by a Resident or Fellow Physician and by the applicable Program Director for rescheduling shall be honored to the extent practical.

A. **First-Level Appeal.**

1. The departmental ad hoc review committee shall meet to hear the appeal by the Resident or Fellow Physician and consider the Physician's record of training and other pertinent information. The Program Director shall also be present at the meeting to present the residency/fellowship program's position. The ad hoc review committee may but is not obligated to receive testimony from other witnesses. The Resident or Fellow Physician, the Program Director and others not on the ad hoc review committee shall be excused before the ad hoc review committee begins its deliberation. The committee will choose a chairperson from among the members. The appeal mechanism is not a court proceeding and is not bound by the rules of a court of law. The department's ad hoc review committee must take written minutes of any proceedings (but not deliberations) and maintain adequate records of all materials presented.
2. The Resident or Fellow Physician and the Program Director will be given written notice by the GME office of the ad hoc review committee's final decision, which shall be determined through majority vote. The first-level appeals process should be completed within 30 calendar days of receipt of the Resident or Fellow Physician's notice of appeal, unless there are extenuating circumstances as determined by the Senior Associate Dean for GME.

B. Second-Level Appeal.

1. If the departmental ad hoc review committee's decision is to dismiss the appeal, the Resident or Fellow Physician may further appeal the decision to the Chairperson of the GMEC within seven working days of the departmental decision.
2. Upon receipt of the notice of a second-level appeal by the Resident or Fellow Physician, the Chairperson of the GMEC will set a date to convene a GMEC ad hoc appeal committee to hear the second-level appeal and oversee the selection of the committee. Requests by a Resident or Fellow Physician and the applicable Program Director for rescheduling shall be honored to the extent practical. The GMEC ad hoc appeal committee will consist of at least five members and at least one must be a resident/fellow with whom the Resident or Fellow Physician making the appeal has no working relationship. The other members will be BCM faculty members from departments other than the one involved in the appeal. The committee will choose a chairperson from among the members. The meeting (but not deliberations) of the GMEC ad hoc appeals committee must be conducted before a certified court reporter who will prepare a transcript of the hearing.
3. After hearing from the Resident or Fellow Physician, the faculty advisor, if applicable, and the Program Director and after considering all of the evidence presented during the hearing or otherwise available to the committee, the GMEC ad hoc appeal committee will deliberate, decide if the evidence presented supports the appeal and upon majority vote submit a recommendation to the Senior Associate Dean for GME. The recommendation of the GMEC ad hoc appeal committee will be forwarded to the Senior Associate Dean for GME for review, along with a copy of the record (including the transcript). After review, the Senior Associate Dean will render a final decision on the appeal. The Senior Associate Dean for GME will distribute the final written decision to the Resident or Fellow Physician, Department Chair and Program Director within three working days of receipt of the GMEC ad hoc committee's written recommendations. The second-level appeals process should be completed within 30 calendar days of receipt of the Resident or Fellow Physician's notice of second-level appeal, unless there are extenuating circumstances.
4. Consult the [Conduct of Hearings Policy \(27.6.4\)](#) for additional details regarding GMEC ad hoc appeal committee requirements and procedures.
5. The GME Office will facilitate timely submission of Adverse Action reports to the TMB and such reports will be drafted by the Program Director or designee as provided in [Section IV.A.2 of the Texas Medical Board Reporting Policy \(27.5.07\)](#).

VII. Stakeholder Compliance

- A. With the support of the Office of GME, each Resident or Fellow Physician facing probation, non-reappointment, non-promotion, or dismissal for failure to meet the academic, clinical, or professional behavior standards of an ACGME-accredited GME program has an opportunity to appeal.
- B. Consistent with the BCM's Title IX Misconduct and Grievance Policy (02.2.20) and Sexual Misconduct and Other Prohibited Conduct Policy (02.2.26), each Resident or Fellow Physician facing probation, non-reappointment, non-promotion, or dismissal for engaging in Title IX Misconduct and/or Prohibited Conduct may appeal the determination or any other sanctions imposed by the Title IX Coordinators using the applicable policy's procedure for appeal.

VIII. Tools

N/A

IX. Related Policies

- A. [02.2.20 - Title IX Misconduct and Grievance Policy](#),
- B. [02.2.26 – Sexual Misconduct and Other Prohibited Conduct Policy](#),
- C. [27.6.1 – Adverse Action: Definition and Principles](#),
- D. [27.6.3 – Reporting/Record Retention](#) [of Adverse Actions],
- E. [27.6.4 – Conduct of Hearings](#).

X. Applicable Laws, Regulations & Standards

- A. [ACGME Common Program Requirements](#) (see Program Director Responsibilities and Evaluation: [2022](#) Residency requirements; [2022](#) Fellowship requirements; [2022](#) One-Year Fellowships)
- B. [ACGME Institutional Requirements](#) (see 2022)
- C. [22 Tex. Admin. Code § 171.6](#) (Duties of Program Directors to Report).

27.6.3 - Reporting/Record Retention

Graduate Medical Education: Adverse Actions

Last Updated: 01/01/2015

Original policy date:

All files pertaining to an adverse action will be kept in perpetuity in the Graduate Medical Education Office, and must also be kept at the program level. Program directors are cautioned not to hold any documents out of the permanent record.

Evaluations are considered part of the peer review record and therefore "privileged and confidential" in accordance with Texas law, and as such, are not discoverable in other legal proceedings. For this reason, trainees may view these documents and take notes, but they may not be provided copies. For this reason, also, programs should not release any training file documents, unless requested to do so via a subpoena, and approved by the BCM General Counsel's Office.

Adverse actions should not be reported to the Texas Medical Board until all avenues for appeal have been exhausted. At that time, standard requirements apply.

27.6.4 - Conduct of Hearings

Graduate Medical Education: Adverse Actions

Last Updated: 01/01/2015

Original policy date:

The hearing before the Graduate Medical Education Committee ad hoc appeal review committee ("Committee") shall be conducted in such a manner as to allow the participants to fully present their cases and for the Committee members to understand the facts and issues involved in the dispute.

Procedure

The following time limits are suggested for the purpose of encouraging organized presentations by both parties, but may be increased or decreased by the Committee chair as he or she deems appropriate.

1. The Committee chair shall call the meeting to order, remind all persons present of the privileged and confidential nature of the peer review meeting, introduce all persons present and provide a brief summary of the matter.
2. The department shall first present evidence in support of its action. The recommended time is up to one (1) hour.
3. The house staff physician shall then have the opportunity to present a defense, but is not required to do so. The recommended time limit is one (1) hour.
4. Rebuttals and final statements will be allowed by the department first and then by the house staff physician at his/her election. The recommended time limit is fifteen (15) minutes each side.
5. The Committee chair will then request the Committee members to pose final questions of the participants.
6. The Committee chair will then close the meeting to allow final deliberation and decision by the Committee. Only the Committee members will be allowed to stay for or participate in the deliberations.

Requirements

1. The Committee chair will cause to be made minutes of the proceedings and will also cause to be made a transcript of the proceedings for use if the appeals process is continued.
2. Participants and Committee members must leave their notes of the proceeding for disposal at the conclusion of the meetings. Retention of personal notes may waive important rights of confidentiality. A complete record of all proceedings, including decisions rendered, evidence, statements and other data submitted by the parties or witnesses, and transcriptions thereof and other materials related to the appeal, shall be delivered to the Office of Graduate Medical Education for retention in the appropriate manner.
3. Persons not directly involved in the appeal proceedings may be present at hearings only with the prior consent of the Committee chair. If the house staff physician retains an attorney to represent him or her. The attorney, however, may participate in the hearing as an advisor to the house staff physician but the attorney may not speak on behalf of the house staff physician during the hearing.

31.2.01 - Disclosure of Outside Interests Policy

Compliance and HIPAA: General Compliance

Last Updated: 02/14/2024

Original policy date: 04/15/2015

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows, Postdoctoral Fellows, Students

Version History	April 15, 2015 (V1); March 22, 2017 (V2) January 7, 2019 (V2.1M); March 20, 2019 (V2.2M); March 3, 2020 (V2.3M); July 19, 2021 (V2.4M); February 14, 2024 (V2.5M)
Status, Date of Last Update or Review	Current, as of February 14, 2024 (V2.5M, <i>non-substantively modified</i>)
Next Scheduled Review Date	June 30, 2026

I. Rationale

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- A. **Background.** Baylor College of Medicine (BCM) acknowledges that collaboration across BCM departments and with outside entities is essential for advancing scientific innovation and academic excellence. However, in order to preserve the integrity of its educational and scientific activities, BCM will work to ensure that all Individuals adhere to the highest standards of professional and ethical conduct, and that such conduct is free from influence that might create or appear to create bias.
- B. **Purposes.** This policy establishes:
1. A Culture of Disclosure. All Individuals must avoid actual and apparent conflicts of interest. All Covered Personnel and Investigators must disclose all Financial Interests and Significant Financial Interests as stated below. Disclosures may be shared with affiliate partners, regardless of the primary location of the Individual's office, lab and/or practice.
 2. A list of Prohibited Activities.
 3. Deadlines for Disclosure.
 - a. *Within 30 days* –
 - 1) New employees who are Covered Personnel must complete their initial disclosures within 30 days of hire.
 - 2) Investigators must disclose any Significant Financial Interest, including any foreign (non-US) interest or activity that reasonably appears to be related to the Investigator's Institutional Responsibilities before sponsored research proposal submission and thereafter within 30 days of acquiring or discovering the Significant Financial Interest.
 - b. *Annually* –
 - 1) Covered Personnel are required to disclose all Financial Interests on an annual basis.
 - 2) Investigators must annually confirm all Significant Financial Interests that reasonably appear to be related to the Investigator's Institutional Responsibilities.
 4. Pre-Approval Requirements for Covered Personnel. Covered Personnel must seek pre-approval for certain Financial Interests with Industry from the appropriate Department Approver and Office of Compliance.

II. Scope: Stakeholders Affected by this Policy

Compliance with this policy is mandatory for all Individuals and Investigators regardless of their geographic location.

III. Definitions

- A. **Conflict of Interest** occurs when the private interests (financial or otherwise) of an Individual or members of their Immediate Family have the potential to bias or compromise an Individual's obligations to the College such that an independent observer might reasonably question whether actions or decisions are being made in the best interest of the College. A Conflict of Interest may exist whether or not decisions are affected by a personal interest. In other words, the conflict does not depend on the person's character or intent, but rather on the situation and appearance.
- B. **Consulting** means providing expert advice or specialized knowledge of any kind to third-party professionals and/or organizations outside of the College.
- C. **Covered Personnel** refers to any persons who are employed as full-time or part-time faculty members of BCM; residents; graduate students; fellows, including post-doctoral candidates; and staff members receiving Staff 1 or Staff 2 benefits.
- D. **Department Approver** means the Department Chairperson and/or equivalent for staff, graduate students, residents, and fellows, or their designees.
- E. **DOI Portal** means the tool utilized by the College to process the requirements of this policy.
- F. **Financial Interest.**
 - 1. **Financial Interest includes** anything of value (cash or in-kind, unpaid appointments, and expectation to receive personal benefit) exceeding, except where noted below, \$250 per occurrence that is/or appears to be related to an Individual's Institutional Responsibilities and/or presents the appearance of a potential Conflict of Interest. Except as excluded in (f)(2) below, Financial Interests include:
 - a. Receipt of or the right or expectation to receive any income, whether in the form of a fee, salary, allowance, honorarium, forbearance, or forgiveness, including for Consulting, scientific advising, participation in speaking engagements, or serving as an expert/legal-medico expert;
 - b. Business meals, travel and/or entertainment;
 - c. Gifts including, but not limited to, cash, electronic devices, services, promotional items, and hospitality (e.g., meals, tickets to sporting events, other forms of entertainment);
 - d. Equity interest in public or non-public entities (e.g., stock or other ownership interest), in any amount;
 - e. Trusts;
 - f. Interest in any healthcare-related venture (e.g., clinical practice, hospital, ambulatory surgical center, medical equipment, etc.);
 - g. Interest in real or personal property;
 - h. Any paid or unpaid professional services or personal services performed or products created for and/or sold to Industry and Other Entities, other than the College, including participation as a corporate officer, chair of a scientific advisory board or as a member of a Board of Directors.
 - i. Intellectual Property right, dividend, or royalty payment or other interest derived from the licensing of Intellectual Property in any amount, including:
 - 1) Intellectual Property rights and associated Financial Interests that are directly or indirectly related to the person's Institutional Responsibilities; and
 - 2) Intellectual Property belonging to a previous institution, employer, or any other third party, including but not limited to royalties, milestone payments, agreements to share in royalties, and materials, such as reagents, experimental animals, and cell lines.
 - 3) Note: expired patents are excluded from this subsection.
 - j. Any paid or unpaid interest from a non-US foreign government, non-US foreign educational institutions or non-US foreign companies or entities;
 - k. Any interests described above which are held or received by Immediate Family of the Individual; and
 - l. Any other interest as determined by the College.
 - 2. **Financial Interest does not include:**

- a. Income or interest in an investment vehicle, including mutual funds, retirement plans, trusts, managed investment accounts or other passive investments, where the Individual does not control investment decisions or does not have authority over the instrument;
 - b. Retirement plans, trusts, managed investment accounts or other passive investments, where the Individual does not control investment decisions or does not have authority over the instrument;
 - c. Stocks in publicly traded companies with a value less than \$5,000 in the preceding 12 months prior to the time of disclosure; and
 - d. Reimbursement for expenses, including travel, lodging, and meals, if received directly from Other Entities when participating in an educational or CME activity. This exclusion does not apply to the following which must be disclosed:
 - 1) Payments for speaking, consulting, or advisory activities received from Other Entities, a non-US foreign government, or a non-US foreign educational institution (see [31.2.04 - Healthcare Vendor Interactions Policy](#)); or
 - 2) Reimbursement of any expenses received from a non-US foreign government or a non-US foreign educational institution.
- G. **Immediate Family** includes the Individual's spouse, spouse equivalent, and dependent children (natural or adopted).
- H. **Individual** means any BCM faculty member, staff member, or current student.
- I. **Industry** refers to any business or organization that provides or could provide the College with products or services that are pertinent to clinical care, academics, and/or research, including but not limited to: pharmaceuticals, devices, equipment, biotechnology products or processes, services, software, supplies, and biomedical investments; for-profit educational companies; representatives of such business, organization, or company; for-profit company or organizations, and any foundations sponsored by such business, organization, or company.
- J. **Intellectual Property** has the same meaning as defined in BCM's [Policy on Patents and Other Intellectual Property \(20.8.01\)](#).
- K. **Institutional Responsibilities** are work-related responsibilities, which may include research, research consultation, teaching, professional practice, clinical activities, institutional committee memberships, and service on panels such as Institutional Review Boards or Data and Safety Monitoring Boards.
- L. **Investigator** is as defined in the [Financial Interests in Research Manual](#). Any person who is responsible for (or has responsibilities in) the design, conduct or reporting of funded or proposed research. Investigators must also comply with this policy.
- M. **Other Entities** includes but is not limited to other academic institutions, hospitals, health systems or other healthcare providers of any nature or type, as well as professional societies, associations, foundations, and organizations (e.g., charities).
- N. **Significant Financial Interest** applies only to Investigators and is defined in the [Financial Interests in Research Manual](#).

IV. Disclosure of Outside Interests Policy

A. General Standards.

1. Avoiding Conflicts of Interest. All Individuals must avoid any activity or collaboration that may compromise or appear to compromise the integrity of BCM's primary mission, or that may create a Conflict of Interest or the appearance of a Conflict. Individuals are responsible for maintaining objectivity during all educational, research and work activities conducted for the College and collaborations.
2. Conducting Business with Government Entities/Personnel. Individuals involved in the administration of government contracts and/or interaction with government officials and employees must know and comply with any relevant federal, state and local laws and regulations that may differ from those that apply to other customers and suppliers.

B. Prohibited Activities.

1. Speakers Bureaus. Activities in which Industry controls the content and/or materials are prohibited. Some pharmaceutical companies, device companies or other commercial entities maintain Speakers Bureaus and/or sponsor events and/or surveys designed to gather and disseminate information relating to their products and services. These companies often seek to hire Individuals associated with reputable academic institutions as lecturers because they are experts in particular areas and provide the company credibility. Because events sponsored by Industry generally do not provide the Individuals the opportunity to present their own materials, these events may be perceived as venues to influence participants, creating a perceived or actual bias and potentially jeopardizing the College's mission.
2. Referral of Patients for Healthcare Services. Referral of patients that violates any federal or state law (including, but not limited to, 42 USC §1320a-7b(b), commonly referred to as the Anti-Kickback Statute and 42 USC §1395 and its interpretive regulations, commonly referred to as Stark I and Stark II). See also BCM [Healthcare Vendor Interactions Policy \(31.2.04\)](#).

3. College Affiliation and Resources. Permitting one's College affiliation or resources to be used by Industry or Other Entities in connection with a marketing, investment or commercial venture. The College's resources, space, facilities, and/or personnel may not be used by Individuals to benefit a Financial Interest.
4. Commitment to the College. Individuals may not enter into any activity that would interfere with the Individual's ability to perform his or her College duties.
5. College Proprietary Information.
 - a. Accepting any duties outside the College which may require or have the appearance of requiring Individuals to utilize proprietary or confidential information including, but not limited to, data, processes, procedures, or methods of the College and its affiliates, or of entities to which the College owes an obligation of confidence.
 - b. Unless the Individual has sole proprietary rights (usually enforceable through copyright or patent), the College does not allow the use of knowledge gained through the Individual's employment or contract with the College, which is not generally available to the public for non-College purposes. An Individual's College-supported activities may not be used for personal gain.
 - c. Individuals may not use or share Intellectual Property developed or acquired during their employment or affiliation with the College for the benefit of any Individual or entity outside the College unless permitted by applicable institutional policy and/or contract.
6. Competing Business. Individuals having a Financial Interest in any business or entity which competes with the College, including third-party clinical practices, is prohibited.
7. Clinical Activity. The practice of medicine outside the College and/or rendition of medical services for any other business is not permitted unless an exception is granted by BCM's General Counsel's Office.
8. Interest in a Healthcare/Clinical Facility. Faculty having a Financial Interest in a healthcare facility operating in Harris County or the 7 counties contiguous to Harris County.
9. Purchasing. Individuals having a Financial Interest in any vendor to the College, shall not be involved in purchasing decisions involving that vendor (see Section VII, 03.1.01).
10. Gifts. Individuals are prohibited from accepting gifts from healthcare vendors, as described in the [Healthcare Vendor Interactions Policy \(31.2.04\)](#).
11. Regulatory and Policy Requirements. Individuals are prohibited from entering into agreements with the intention of avoiding regulatory and policy oversight requirements.

C. **Disclosure Requirements Applying Only to Covered Personnel.** In addition to compliance with Sections IV.A-B (above), Covered Personnel must disclose all Financial Interests as defined in this policy and respond appropriately when Conflicts of Interest arise.

1. General Disclosure Requirements. Covered Personnel new to the institution must complete disclosure within 30 days of hire. At a minimum, Covered Personnel must disclose and certify all Financial Interests on an annual basis.
2. Interests Requiring Pre-Approval. Covered Personnel must obtain written approval from his or her Department Approver before obtaining the following Financial Interests or engaging in any of the following activities as an independent contractor, including, but not limited to:
 - a. *Consulting, Speaking Engagements, Scientific Advisory Boards for Industry, and other Industry Activities that Could Be Reasonably Related to an Individual's BCM Responsibilities and/or a Potential or Apparent Conflict of Interest.*
 - 1) Written authorization from the Department Approver must be obtained through the DOI Portal before engaging in any of the following activities:
 - a) Speaking for an Industry-sponsored event. Covered Personnel may speak at an Industry-sponsored event only if the Covered Personnel retains full control and authority over the material, presents the material, and such communications and/or presentations are not subject to prior approval by any Industry interest other than approval for use of proprietary information;
 - b) Serving on scientific advisory boards to review research on novel products;
 - c) Serving on panels to review and objectively evaluate the data from clinical trials sponsored by Industry;
 - d) Developing educational materials for websites that are directed towards the public for health promotion, explanation of diseases, and evidence-based diagnostic and therapeutic measures;

- e) Advising Industry about the structure of clinical trials;
 - f) Advising Industry about the design, appropriate clinical use, or internal research on its products; and,
 - g) Please consult the Interactions with Healthcare Vendor Interactions Policy (31.2.04) for additional requirements on Industry activities applicable to clinical faculty.
- 2) Following authorization by the Departmental Approver, disclosure of the activity must be submitted together with signed copies of the contract/agreement and completed BCM Addendum for Consulting Relationships, Advisory Boards, and Speaking Engagements (see Section VII.A), through the DOI Portal prior to engaging in the activity.
 - 3) Each requirement must be complete for the pre-approval process to be completed.
- b. *Expert Witness, Medico/Legal Consultant.* Consistent with the BCM [Expert Witness Testimony or Legal Consulting and Fees Policy \(21.1.05\)](#), before providing expert testimony or serving as a medico/legal consultant Covered Personnel must obtain pre-approval from the Office of Risk Management using the DOI Portal. Refer to Risk Management Guidance for additional information (see Section VII, below).

D. **Disclosure Requirements for Investigators.** Individuals that are Investigators must also observe the following disclosure requirements:

- 1. Investigators must disclose their Significant Financial Interests and those of Immediate Family Members.
- 2. Investigators who are Covered Personnel must also observe all disclosure requirements required of Covered Personnel.
- 3. Investigators must report within 30 days of discovering or acquiring a new Significant Financial Interest that would reasonably appear to be related to the Investigator's Institutional Responsibilities. Please refer to and comply with all reporting requirements in the [Financial Interests in Research Manual](#).

E. **Noncompliance.**

- 1. Individuals and Investigators that violate this policy will be subject to disciplinary action under the appropriate College policy, up to and including termination of employment and/or employment contract with the College (in accordance with the [Progressive Discipline Policy \(02.5.18\)](#)) and/or dismissal from an education or training program (in accordance with the [Graduate Medical Education Policy on Adverse Action: Definition and Principles \(27.6.1\)](#) or [Student Appeals and Grievances Policy \(23.1.08\)](#), as applicable).
- 2. Contact the Office of Compliance (Compliance@bcm.edu) or Office of Research (oor-rcs@bcm.edu) with questions about disclosure and/or the applicability of this policy to specific circumstances.

V. Responsibilities

- A. All BCM **Individuals** and **Investigators** are responsible for complying with this policy, including where applicable, its disclosure requirements.
- B. **Covered Personnel** must disclose all Financial Interests and gifts as described above (see Section III.f), and obtain written pre-approval before participating in any activity or entering into any Financial Interest requiring pre-approval. Send questions or comments to Compliance@bcm.edu. Submit pre-approval requests through the DOI Portal (<https://doi.bcm.edu>).
- C. **Department Chairpersons/Administrators/Supervisors** are responsible for communicating this policy to Individuals in their Departments. Department Approvers are responsible for review of annual disclosures and timely review and approval of pre-approval requests.
- D. The **Office of Compliance** is responsible for:
 - 1. Periodic review and update of this policy (as needed) to reflect changes in Federal and State laws or BCM's Code of Conduct;
 - 2. Developing education materials to help Individuals comply with this policy;
 - 3. Timely review and approval or rejection of requests to engage with Industry; and
 - 4. Verifying compliance with this policy.

VI. Procedure(s) for Compliance Management

- A. **Disclosure of Financial Interests.** Covered Personnel and Investigators shall disclose financial interests as required above using the DOI Portal.

B. Disclosure of Activities Requiring Pre-Approval.

1. Covered Personnel shall submit all requests for activities requiring pre-approval to their Department Approver through the DOI Portal.
2. With the exception of Expert Witness and Medico/Legal Consulting, all Industry activities (e.g. Consulting, speaking, scientific advisory) must be formally documented in a contract/agreement. Prior to engaging in the activity, this contract must be signed by all parties and submitted to the Office of Compliance through the DOI Portal, along with an executed BCM Addendum for Consulting Relationships, Advisory Boards and Speaking Engagements (see Section VII.A).

C. Management of Financial Interests.

1. Financial Interests of Covered Personnel. The President of the College shall appoint a Disclosure of Outside Interests Committee (DOIC), a subcommittee of the Executive Compliance Committee, which has the responsibility of administering and interpreting this policy, rendering advice about this policy and recommending changes as necessary. The DOIC and/or the President will approve any exceptions to this policy. The DOIC shall periodically report committee activities to the President, Executive Compliance Committee, and the Audit and Compliance Committee of the BCM Board of Trustees.
2. Significant Financial Interests of Investigators. The Research Conflict of Interest Committee is an institutional committee formed to specifically oversee financial interests in research. It is appointed by and reports to the President and CEO through the Senior Vice President and Dean of Research. Any interest managed through this policy may also be subject to additional management plans.

D. Disclosure Review.

1. The Office of Compliance will evaluate all disclosures and forward a summary report to the Department Chair or equivalent for review and approval on an annual basis. A summary report will also be provided to the DOIC. The Department Approver will be asked to validate management plans, in accordance with the management plan strategies templates provided by the Office of Compliance. Any interests that fall outside of the management plan strategies will be drafted by the Office of Compliance with input from the Chair (or Administrator) and College leadership, as deemed appropriate.
2. The Department Approver shall also review relationships, transactions or other events that fall outside of the management strategies. Subject to the authority of the DOIC, the Departmental Chair or equivalent will determine whether the relationship, transaction or other event should be eliminated or permitted, subject to a specific management plan. The Office of Compliance will formally monitor compliance with established management plans.

VII. Tools & Related Policies

A. Office of Compliance: [Disclosure of Outside Interests Webpage](#),

1. [Online DOI Portal](#),
2. [BCM Addendum for Consulting Relationships, Advisory Boards, and Speaking Engagements](#);

B. Office of Research: [Financial Conflict of Interest in Research Manual](#);

C. Risk Management Guidance:

1. [Expert Witness Testimony and Consulting Resources](#);
2. [Expert and Fact Witness Testimony: Frequently Asked Questions](#);

D. [02.5.18 – Progressive Discipline Policy](#);

E. [03.1.01 – \[General Purchasing\] Standards of Conduct](#);

F. [20.8.01 – Policy on Patents and Other Intellectual Property](#);

G. [21.1.05 – Expert Witness Testimony or Legal Consulting and Fees](#),

H. [23.1.08 – Student Appeals and Grievances Policy](#),

I. [27.6.1 – \[GME\] Policy on Adverse Action: Definition and Principles](#),

J. [31.2.04 – Healthcare Vendor Interactions Policy](#);

D. [09.1.07 – Fiscal Management Policy](#),

E. [09.1.13 – Institutional Base Salary Policy](#).

VIII. Applicable Laws, Regulations & Standards

A. Laws & Regulations.

1. Federal Anti-Kickback Statute and Regulations; [42 USC §1320a-7b\(b\)](#) and [42 CFR 411.1001.952](#);
2. Stark Law and Regulations; [42 USC §1395nn](#) and [42 CFR 411.350-411.389](#);
3. Texas Anti-Kickback law; [Texas Occupations Code 102.001](#);

4. Title 42 Code of Federal Regulations (CFR), Part 50, Subpart F for PHS grants or cooperative agreements (Revised 2011)
5. Title 45 CFR Part 94 for PHS research contracts (Revised 2011) National Science Foundation (NSF) Chapter IV – Grantee Standards, Section A Conflict of Interest Policies
6. FDA Regulations at 21 CFR Part 54

B. Standards.

1. Accreditation Standards of the Association for the Accreditation of Human Research Protection Programs (AAHRPP):
 - a. Standard 1.6.A. – Institutional Financial Conflicts of Interest (pg. 40);
 - b. Standard 1.6.B. – Investigators holding a Financial Interest (pg. 41-42).

31.2.04 - Healthcare Vendor Interactions Policy

Compliance and HIPAA: General Compliance

Last Updated: 05/24/2017

Original policy date: 05/14/2008

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows, Postdoctoral Fellows, Students

I. Rationale

- A. The purpose of this policy is to provide guidance on acceptable interactions between Baylor College of Medicine (BCM or College) Covered Personnel and Healthcare Vendors to maintain the integrity of clinical decision making and compliance with Federal and Texas Anti-kickback and Stark laws prohibiting receipt of anything of value that could impact decisions related to patient care.
- B. Federal and Texas Anti-Kickback laws make it a crime to knowingly and willfully solicit, receive, offer or pay, overtly or covertly, directly or indirectly, anything of value in cash or in kind in exchange for the referring of patients for items/services payable by a Federal Healthcare Program. Such actions can be improper if it is made to someone in a position to generate referrals (e.g., prescribe drugs or durable medical equipment) or if the payment represents more than fair market value.
- C. Executive Summary:
 1. [Access](#): Healthcare Vendors must have an appointment with a BCM Faculty member before coming onto a BCM Site with limited access to Learners and patients.
 2. [Gifts](#): No Gifts, except for educational materials, can be accepted from Healthcare Vendors.
 3. [Free Samples](#): Pharmaceutical or device samples can only be accepted if used for patient care purposes and are not billed to the patient or their third-party payer.
 4. [Meals](#): Meals cannot be accepted from Healthcare Vendors.
 5. [Events](#): Covered Personnel can accept Financial Support through CME programs accredited by the ACCME or programs that meet the ACCME standards for speaking services provided it is not received directly from the Healthcare Vendor.

II. Stakeholders Affected by this Policy

This policy applies to Covered Personnel who are involved in clinical patient care activities for or on behalf of BCM, whether directly or through arrangement with BCM affiliated entities.

III. Definitions

- (a) **Gift** means any benefit or remuneration, including, but not limited to, cash, checks, electronic devices, coupons, securities, discounts, pre-bates, rebates, subsidies, real property, personal property, referrals, goods, prizes, services, promotional items, tickets, or anything of value to the individual receiving it. This list is provided as examples and is not intended to be comprehensive. It does not include educational materials such as books, anatomical models, product brochures, fact sheets, article reprints, patient educational materials and bibliographies.
- (b) **Covered Personnel** means any person who is a full-time or part-time employee of BCM, including faculty, staff, residents, clinical fellows, and postdoctoral trainees, as well as students enrolled in any BCM program.
- (c) **Learners** mean any student enrolled in a BCM program of study, Residents and Fellows.
- (d) **Immediate Family** means spouse, spouse equivalent, parents and dependent children (natural or adopted).
- (e) **Healthcare Vendor** means any individual or company (including their representatives) that sells or markets healthcare items and/or services, including, but not limited to pharmaceutical companies, medical device manufacturers and equipment and/or service providers. For purposes of this policy, it does not include companies that sell or market items not related to the provision of health care items or services, such as research test tubes, office supplies, etc.
- (f) **BCM Site ("Site")** means any academic or clinical department, division, center and section located at BCM or any other location which is owned or controlled by BCM.
- (g) **Financial Support** means receipt of anything of value, including, but not limited to Gifts, payment of conference fees, honorarium, meals, travel and lodging.

- (h) **Business Associate Agreement (BAA)** is a written agreement required between BCM and another entity which is providing services for the benefit of BCM that can involve the access, use and/or disclosure of PHI. (See [31.4.09 – Uses and Disclosures of PHI: Business Associate Agreements](#).)

IV. Policy

Covered Personnel must not accept Gifts or Financial Support from Healthcare Vendors except as allowed under this policy or as pre-approved pursuant to the [Disclosure of Outside Interests Policy \(32.2.01\)](#).

V. Responsibilities

- A. Covered Personnel must obtain written pre-approval before participating in any event or activity involving receipt of Financial Support that is not otherwise permitted under this policy (see 32.2.01 – Disclosure of Outside Interests Policy).
- B. The BCM Compliance Office is responsible for periodic review and update of this policy to reflect any changes in Federal and State laws or BCM's Code of Conduct, and for providing education on this policy.
- C. Department Chairs/Supervisors are responsible for communicating this policy to Covered Personnel in their Departments.
- D. BCM Sites and Departments are responsible for establishing procedures for check-in and badging of Healthcare Vendors at BCM Sites and notifying the BCM Compliance Office of any Healthcare Vendor violating this policy.
- E. Covered Personnel are responsible for declining any Financial Support prohibited by this policy.

VI. Procedures for Implementation and Review

A. Access to Site.

1. BCM On-Site Visits. Healthcare Vendors seeking access to a Site to meet with BCM Covered Personnel are required to follow these standards to maintain patient confidentiality:
 - a. Have a pre-scheduled appointment prior to arrival at the Site. Such appointments must be scheduled during BCM normal business hours or during scheduled on-site educational conferences or meetings.
 - b. Upon arrival at the Site, check in, obtain a BCM ID name tag (with the individual's name and company name), and display the BCM ID at all times while at a Site.
 - c. Not interact with Learners to discuss their products without a BCM Faculty member present.
 - d. Not access patient care areas and limit business meetings to administrative areas such as administrative offices, department offices, conference rooms, and other non-patient or non-educational areas (e.g., classrooms, lecture halls).
2. Patient Care areas. Provided no Gifts or meals are provided, Healthcare Vendors can be allowed in patient care areas with a BCM escort, without patients present for:
 - a. Required training on new equipment or devices that have been purchased by BCM or its affiliates, setting up such equipment or device, or similar activities associated with the purchase contract; or
 - b. Evaluation of new uses for equipment, devices or related items.In such cases, there must be a fully executed Confidentiality Agreement (see Section VIII, below) signed by the Healthcare Vendor representative(s) who come into patient care areas for the purposes outlined above.
3. In limited circumstances a Healthcare Vendor can be present during treatment of a patient, provided:
 - a. A BCM Covered Personnel who is a Faculty Member is present and agrees to the Healthcare Vendor's presence based on the Faculty Member's confirmation of the Healthcare Vendor representative's level of skill and knowledge of the product;
 - b. The patient has been informed and has provided written consent to the presence of the Healthcare Vendor;
 - c. A BCM HIPAA BAA has been fully executed and provided to the BCM Privacy Compliance Officer, as described in the Uses and Disclosures of PHI: Business Associate Agreements Policy (32.4.09); and
 - d. Participation of the Healthcare Vendor is limited to only providing in-service training or assistance to BCM Faculty Physicians.
4. Healthcare Vendors are prohibited from attending any meetings where patient specific information or quality assurance activities are being discussed.

B. Gifts.

1. Covered Personnel must not request, seek, or accept Gifts from Healthcare Vendors for them or their Immediate Family. This includes but is not limited to Gifts for:
 - a. Prescribing, changing a patient's prescription, using or purchasing a specific device or equipment, or for the referral of patients to a provider of health care services or items (hospital, hospice, nursing facility, etc.);
 - b. Listening to sales presentations or talks about their products (i.e., detailing);
 - c. Conducting a research or study of products that require little or no actual scientific pursuit (e.g., one that only requires minimal record keeping);

- d. Conducting marketing tasks during the course of providing health care, research, and/or development services (e.g., completing an evaluation form after using or prescribing a healthcare item for a patient); and
 - e. Prizes obtained through a raffle, lottery or contest.
2. Any offer of Gifts for the benefit of BCM, including monetary donations, must be referred to the Office of Philanthropy and Alumni Relations pursuant to the Gift Acceptance and Processing Policy (17.2.01).
 3. Educational materials, such as patient education pamphlets, books and anatomical models can be accepted from Healthcare Vendors.
 - a. Patient education materials or medication bearing the name of a Healthcare Vendor must not be displayed in Sites, unless:
 - 1) The item is used for direct patient care or patient education; and
 - 2) The item has been approved by the Department, Division or Program head.

C. Pharmaceutical and Medical Device Samples.

1. Except as provided below, free or below-cost pharmaceutical samples (prescription or over-the-counter) or medical device samples must not be accepted from Healthcare Vendors.
2. A BCM Site may accept free pharmaceutical samples directly from Healthcare Vendors for dispensing to BCM patients, provided that:
 - a. The Site sets up a central repository to distribute the pharmaceutical samples and facilitate timely patient access to optimal therapeutics;
 - b. The central repository is compliant with the BCM Faculty Group Practice policy on storage and distribution of pharmaceutical/drug samples (see [26.1.07 - Pharmaceutical Sample Policy](#)) and Texas Medical Board record keeping requirements for dangerous drugs and controlled substances (see [22 TAC 169.7](#));
 - c. The BCM Site determines the central repository's formational and operational guidelines do not conflict with the guidelines of any BCM affiliated institution;
 - d. Samples are not dispensed to Covered Personnel or their Family Member, except by an unrelated provider for patient care purposes; and
 - e. No bill is submitted to, or payment received from a, patient or third-party payer for the samples.

D. Meals. Except as allowed in Section E below, Covered Personnel must not accept meals, including meals for social events such as graduation, book clubs, retreats or holiday parties.

E. Financial Support of Events.

1. At BCM Sites
 - a. Except as provided herein, Covered Personnel must not receive or accept Financial Support directly from Healthcare Vendors for events at Sites.
 - b. Financial Support can be accepted for events at Sites without the need for written pre-approval if either of the following requirements is met:
 - 1) The event is accredited for CME in accordance with the Accreditation Council for Continuing Medical Education (ACCME) standards; or
 - 2) The event meets [ACCME standards](#) even if not approved for CME, and all support must be given to the BCM Department hosting the event and not to Covered Personnel;
 - c. Covered Personnel who receive any Financial Support directly from a Healthcare Vendor for participating in an activity must report it in accordance with the Disclosure of Outside Interests Policy (31.2.01).
2. NOT at BCM or its Sites
 - a. Prohibited Financial Support. Presentation at a "speakers bureau" (i.e., a contractual relationship to give a presentation in which the content is provided by the Healthcare vendor) is prohibited.
 - b. Written Pre-Approval Required. Except as provided below, Covered Personnel cannot receive or accept direct Financial Support from a Healthcare Vendor for their participation (e.g., speaker, consultant, scientific advisor, legal expert witness/consultant, content reviewer) at any event not at BCM or its Sites unless it has been pre-approved pursuant to Disclosure of Outside Interests Policy (31.2.01). This includes Financial Support that is provided through a written contract or given directly to the Covered Personnel without a written contact.
 - c. Permitted Financial Support Requiring Annual Disclosure. Financial Support can be accepted for attendance and/or participation at an event hosted by a sponsoring academic institution other than BCM, professional organization, or professional society (the "Host"), provided the event is accredited for CME in accordance with the Accreditation Council for Continuing Medical Education (ACCME) standards. Any Financial Support received (including payment for services provided), must be approved in writing by the Department Chair/Supervisor prior to participation in the event and disclosed annually pursuant to the Disclosure of Outside Interests Policy (31.2.01).
3. Covered Personnel can apply to obtain Financial Support ("scholarship") to attend events hosted by national organizations, which are sponsored by Healthcare Vendors, where the application or award process is competitive, the national organization selects the recipient and the Department Chair/Supervisor has agreed prior to receipt of the Financial Support. These activities require annual disclosure pursuant to the Disclosure of Outside Interests Policy (31.2.01).

VII. Stakeholder Compliance

Failure to comply with this policy can result in criminal and/or civil penalties against BCM and/or the individuals involved in the transactions under Federal and State Anti-Kickback and Stark laws, as well as reputational harm to BCM. Any healthcare vendor or vendor representative who fails or refuses to comply with the requirements of this policy is subject to actions including but not limited to restrictions on access to the BCM campus and/or other facilities owned or operated by BCM (e.g., loss of access), and termination of the College's business relationship with the vendor.

VIII. Tools

- [Attachment A – Confidentiality Agreement](#);
- [ACCME standards](#);

IX. Related Policies

- [17.2.01 - Gift Acceptance and Processing Policy](#);
- [26.1.07 – Pharmaceutical Sample Policy](#);
- [31.2.01 – Disclosure of Outside Interests Policy](#) ;
- [32.4.09 – Uses and Disclosures of PHI: Business Associate Agreements](#);

X. Applicable Laws, Regulations & Standards

- Federal Anti-Kickback Statute and Regulations; [42 USC §1320a-7b\(b\)](#); [42 CFR 1001.952](#)
- Stark Law and Regulations; [42 USC §1395nn](#) and [42 CFR 411.350-411.389](#)
- Texas Anti-Kickback law; [Texas Occupations Code 102.001](#)

18.1.04 - Vaccine-Preventable Diseases Policy

Public Health & Safety: Public Health

Last Updated: 09/01/2023

Original policy date: 03/30/2016

Established on	March 30, 2016 (Version 1); November 18, 2020 (v2); September 29, 2021 (v3); November 17, 2021 (v4) December 1, 2021 (v4.1m)
Status, Date of Last Update	Current, as of September 1, 2023 (v4.2m)
Next Scheduled Review Date	August 15, 2024

I. Rationale

This policy's rationale includes reducing the risk of transmitting vaccine-preventable infectious and communicable diseases.

II. Stakeholders Affected by this Policy

This policy applies to BCM employees, students, and visitors.

III. Definitions

- A. **BCM** – Baylor College of Medicine
- B. **CDC** – Centers for Disease Control and Prevention
- C. **Employees** – includes faculty, residents, staff, and postdoctoral fellows and trainees based in or living in the United States and employed by BCM.
- D. **PPE** – personal protective equipment
- E. **Students** – includes students currently enrolled in any BCM school and degree-granting program or certificate program.
- F. **Visitors** – includes individuals who are participating in learning experiences or are otherwise in BCM facilities with authorization.

IV. Policy

- A. **Offers of Employment.** Employment offers are conditional on specified criteria being met. BCM requires complete vaccination—subject to approved exemptions—against certain vaccine-preventable diseases. Failure to timely meet employment offer criteria may delay a potential employee's start date or cause withdrawal of the employment offer.
- B. **Employee Vaccination and Status Reporting Requirements.** Vaccine requirements are conditions of employment. Employees who fail to comply—subject to approved employee exemptions—are subject to disciplinary action, up to and including employment termination.
 1. Employees shall annually attest to flu vaccination status in compliance with BCM directives. Employees may be required to provide annual evidence of their flu vaccination.
 2. Employees shall report COVID-19 vaccination status in compliance with BCM directives regarding COVID-19. Employees may be required to provide evidence of their up-to-date COVID-19 vaccination.

3. Employees shall comply with all BCM directives regarding vaccine-preventable diseases.

C. **Employee Exemptions.** Employees must timely request exemptions. Employees who fail to timely request an exemption or are denied an exemption and subsequently fail to comply with the vaccination directive are subject to disciplinary action, up to and including employment termination.

1. Scope. BCM shall consider timely employee vaccine exemption requests as detailed below. In exigent circumstances, BCM may adjust a timeline. These employee exemptions apply unless a time of emergency, epidemic, or disaster exemption applies under applicable law. BCM shall communicate what exemptions, if any, will be considered during a time of emergency, epidemic, or disaster.

a. *Medical exemptions.* Employees may request vaccine medical exemption(s) for each required vaccination within 30 days of the BCM directive. The exemption must contain an affidavit or a certificate—signed by a physician who is duly registered and licensed to practice medicine within the United States—stating that, in the physician’s opinion, the employee should be exempt from the required vaccine because of a medical condition identified as contraindication or precaution by the CDC. The medical exemption request must indicate the term of the exemption. Employees whose exemption is short-term shall begin vaccination upon the expiration date and submit evidence of vaccination as indicated thereafter.

b. *Religious exemptions.* Employees may request a religious exemption for each required vaccination within 30 days of the BCM directive. The religious exemption must be due to the employee’s sincerely held religious beliefs, practices, or observances. The request for a religious exemption may require description of the Employee’s sincerely held religious beliefs, practices, or observances that are perceived to warrant exemption from vaccination.

b. *Personal belief exemptions.* Employees may request a personal belief exemption for each required vaccination within 30 days of the BCM directive. The request for a personal belief exemption may require description of the Employee’s closely-held personal beliefs that are perceived to warrant exemption from vaccination.

2. Exemption Determinations. BCM’s determination regarding an employee’s vaccine exemption request is final and not subject to appeal.

3. Approved Employee Exemptions.

a. *Additional Safety Measures.* Employees with approved exemptions shall be required to abide by additional safety measures as appropriate in their setting and as directed in BCM’s sole discretion. For example, employees with approved exemptions for vaccine-preventable diseases spread through the respiratory tract will be required to wear masks and or other PPE as directed. Employees with approved exemptions who do not follow the additional safety measures shall be subject to discipline up to and including termination.

b. *Exemption Duration.* Employees with previously approved vaccine exemptions are required to timely request a vaccine exemption each time BCM provides a vaccine directive. For example, an employee who was approved for a flu vaccine exemption in a given year, will need to timely submit a new vaccine exemption request the following year.

c. *Affiliate-Based Employee Considerations.* BCM cannot guarantee that alternate work assignments will be available when an Employee’s inability to be vaccinated prevents them from performing the essential functions of their job due to an affiliate requirement and the employee may be subject to employment termination.

4. Denied Employee Exemptions. Employees who are denied an exemption request shall begin vaccination and submit vaccination evidence as directed. Employees failing to comply with the vaccination directive following a denied exemption are subject to employment termination.

5. Retaliation Prohibited. BCM prohibits discrimination or retaliatory action against any employee who is exempt from required vaccines. Requirements for additional safety measures and required use of protective medical equipment are not considered retaliatory action. Any retaliatory acts will be subject to appropriate disciplinary actions.

D. **Student Vaccination Requirements.** In addition to all required vaccinations for incoming Students—except as otherwise permitted by applicable law—Students shall also be required to follow BCM vaccine directives.

E. **Student Exemptions.** These exemptions apply unless a time of emergency, epidemic, or disaster exemption applies under applicable law. BCM shall communicate what exemptions, if any, will be considered during a time of emergency, epidemic, or disaster.

1. Timing. BCM shall consider student vaccine exemption requests made within 30 days of the BCM directive and in accordance with applicable law. In exigent circumstances, BCM may adjust a timeline.

2. Approved Student Exemptions.

- a. *Additional Safety Measures.* Students with approved exemptions shall be required to abide by additional safety measures as appropriate in their setting and as directed in BCM’s sole discretion. For example, Students with approved exemptions for vaccine-preventable diseases spread through the respiratory tract will be required to wear masks and or other PPE as directed. Students with approved exemptions who do not follow the additional safety measures shall be subject to disciplinary action.
 - b. *Exemption Duration.* Students with previously approved vaccine exemptions are required to timely request a vaccine exemption each time BCM provides a vaccine directive. For example, a student who was approved for a flu vaccine exemption in a given year, will need to timely submit a new vaccine exemption request in the following year.
 - c. *Affiliate Considerations for Students.* Students with clinical rotations at affiliated institutions may be required to be vaccinated prior to arriving onsite at those affiliate locations regardless of whether Baylor College of Medicine approved an exemption. BCM cannot guarantee that alternate locations will be available for students prevented—by affiliate vaccination or other requirements—from performing their course of study, clinical rotations, or other program-required training. This potentially renders students unable to complete their course of study or receive degrees or certifications demonstrating training completion.
3. Denied Student Exemptions. Students who timely submit an exemption request and are denied an exemption shall be required to follow Baylor College of Medicine vaccination directives. Students failing to comply with the vaccination directives may be unable to continue their course of study, clinical rotations, or other program-required training.
 4. Retaliation Prohibited. Baylor College of Medicine prohibits discrimination or retaliatory action against any student who is exempt from required vaccines. Requirements for additional safety measures and required use of protective medical equipment are not considered retaliatory action. Any retaliatory acts will be subject to appropriate disciplinary actions.
- F. **Visitors.** Visitors may be required to provide vaccination evidence. All visitors, including independent contractors, will be required to follow all safety requirements as posted in BCM facilities and or on the BCM website.
- G. **Disability-Based Accommodations.** The process described in this policy is separate and distinct from the Americans with Disabilities (ADA) accommodation request procedure for accommodations. All continued and new requests for accommodations due to an individual’s own medical condition (whether related to a vaccine-preventable diseases or not) must go through the ADA process.

V. Responsibilities

Supervisors in all departments, functional units, and schools must allow their employees and students reasonable time to receive required vaccinations as directed by BCM.

VI. Procedures for Implementation and Review

N/A

VII. Stakeholder Compliance

N/A

VIII. Tools

- A. OHP Website: <https://www.bcm.edu/departments/medicine/sections/occupational-health-program>;
- B. [BCM Community Coronavirus Information Site](#);
- C. [Guide to Contraindications and Precautions to Commonly Used Vaccines](#);

IX. Related Policies

N/A

X. Applicable Laws, Regulations & Standards

N/A

02.5.34 - Substance and Alcohol Abuse

Human Resources: Employee Relations

Last Updated: 03/08/2004

Original policy date: 07/01/1989

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows, Postdoctoral Fellows, Students

Purpose

The federal Drug-Free Workplace Act is the foundation for the Baylor College of Medicine Substance and Alcohol Abuse Policy. Three particular areas of emphasis in this Act are:

- Publishing a policy statement notifying Baylor Persons of prohibitions against the use, possession, distribution, dispensing, or manufacture of any Prohibited Substance in the workplace and on Baylor College of Medicine premises and against the excessive consumption of alcohol, in the circumstances described in this policy.
- Establishing an ongoing drug-free awareness program that periodically informs Baylor Persons of the dangers of drug abuse and explains our drug-free workplace policy, possible penalties for policy violations, and of the available drug counseling, rehabilitation and assistance programs.
- Establishing a mechanism for reporting suspected violations of this policy.

Creating a healthy and safe work environment is a top priority of Baylor College of Medicine. This substance and alcohol abuse policy has been established to help keep Baylor Persons healthy, productive, and free from injury. Compliance with this policy is a condition to continued employment, enrollment, or association, as applicable, of all Baylor Persons.

The term “Baylor College of Medicine premises” includes any and all property owned or leased by Baylor College of Medicine, hospitals, clinics, and any other practice site affiliated with Baylor College of Medicine, and any vehicle engaged in Baylor College of Medicine operations.

The term “Prohibited Substance” includes illegal drugs, controlled substances being misused, and prescription and over-the-counter drugs with abuse potential being taken in amounts not in accordance with the prescribed or recommended dosage.

Policy

A. Prohibited Substance

All Baylor Persons are strictly prohibited from engaging in the use, possession, distribution, dispensing, manufacture, or sale of any Prohibited Substance while on Baylor College of Medicine premises, while on Baylor College of Medicine business, or while representing Baylor College of Medicine in any educational, research, clinical, or community service activity. Any Baylor Person who comes to work or class, as applicable, under the influence of any Prohibited Substance will be subject to discipline, up to and including dismissal and referral to law enforcement agencies.

In situations in which a supervisor of a Baylor Person at work or in class has a reasonable suspicion that such Baylor Person may be using a Prohibited Substance, Baylor College of Medicine may require the Person to submit to testing. A reasonable suspicion of use does not necessarily imply a reasonable suspicion of impairment. A supervisor is either defined by an approved job description or identified by title as a Chair or Section Chief.

Circumstances that may create reasonable suspicion of use include, but are not limited to, physical symptoms of impairment; observable phenomena, such as direct observation of drug use or possession; a pattern of abnormal or erratic behavior; arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking; or reports from reliable and credible sources.

B. Alcohol

Baylor Persons found to have consumed alcohol in excess of the applicable legal limit while on Baylor College of Medicine premises, while on Baylor College of Medicine business, or while representing Baylor College of Medicine in an educational, research, clinical, or community service activity also may be subject to testing and/or discipline under the terms of this policy. Any Baylor Person who comes to work or class, as applicable, under the influence of alcohol, in excess of the applicable legal limit, will be subject to discipline, up to and including dismissal.

If authorized in advance by the Office of Public Affairs, alcohol may be consumed on Baylor College of Medicine premises.

C. Additional Guidelines

Vendors who appear at Baylor under the influence of any Prohibited Substance or under the influence of alcohol will be removed from the premises and possibly prohibited from doing future business with the College.

Baylor Persons convicted of a criminal drug offense that occurred on Baylor College of Medicine premises (or while the Person was engaged in Baylor College of Medicine business) must notify Baylor College of Medicine in writing of the conviction within five (5) days thereof and satisfactorily complete an approved rehabilitation program.

Baylor College of Medicine will establish such procedures as it deems necessary to effectively enforce its substance and alcohol abuse policy. Refusing to cooperate with these procedures may be cause for disciplinary action, up to and including dismissal.

Baylor College of Medicine will make every effort to keep the results of drug and alcohol tests confidential. The Baylor Person's supervisor will be notified of the test results, and other management personnel may be notified of the test results. Baylor Persons should be aware that test results may be used in administrative hearings and court cases. Results also may be sent to state and/or federal agencies as required by applicable law.

Baylor Persons who perform activities in Baylor affiliated institutions are also subject to the substance and alcohol abuse policies of each such affiliated institution.

Resources:

[02.5.64](#) Employee Fitness for Duty

[02.5.41](#) Discharge-Misconduct

20.8.01 - Policy on Patents and Other Intellectual Property

Research: Inventions and Patents

Last Updated: 10/30/2014

Original policy date: 03/27/1991

Applies to: Faculty, Staff, Residents & Clinical Postdoctoral Fellows, Postdoctoral Fellows, Students

NOTE: Any questions concerning this *Policy on Patents and Other Intellectual Property* or requests for printed copies of this Policy or any previous version of this Policy should be addressed to the Baylor Licensing Group (BLG) at 713-798-6821

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POLICY ON PATENTS AND OTHER INTELLECTUAL PROPERTY

Capitalized terms used throughout this Policy are defined in Article X. These definitions form an integral part of this Policy and must be read in conjunction with the provisions of this Policy.

- I. GENERAL. Please note - Certain of the matters discussed generally in this Article I are discussed in greater detail elsewhere in this Policy.
 - A. Objective of the Policy. The mission of the College is to promote health for all people through education, research, and public service. An integral part of the responsibilities of all College Members working at or using the facilities of the College is to develop advances in, or relating to, the field of medicine and other areas of science and technology. This Policy addresses the ownership of rights in, the commercialization of, and other issues relating to, such advances, herein called "Baylor Intellectual Property." This Policy shall govern the rights and obligations of the College and of all College Members with respect to Baylor Intellectual Property.
 - B. Application of the Policy to All College Members. This Policy, including the provisions governing the assignment of rights to Intellectual Property, is a condition of all appointments or employment by, or enrollment in, the College; of the renewal or continuance of such employment, appointment or enrollment; and for the use of facilities made available by or through the College. Acceptance of such appointments, employment or enrollment; use of such facilities; or compensation or other benefits from the College shall make the provisions of this Policy applicable to all such College Members notwithstanding

the lack of more formal employment, appointment, enrollment or use arrangements such as written agreements. All College Members shall comply with the provisions of this Policy.

- C. Ownership of Rights. This Policy provides that all ownership and control of Baylor Intellectual Property shall be in the College, except where otherwise specifically provided. By way of example, the ownership of Baylor Intellectual Property may be governed by grants, awards, and contracts (which must be approved in writing by the College) relating to such Intellectual Property or the funding therefore, or by applicable government regulations. These typically provide that the College owns or has the right to elect ownership of the Intellectual Property.
- D. Commercialization. In furtherance of supporting its threefold mission of education, research, and public service, the College may, in its sole discretion, either directly or with the assistance of its Affiliates or third parties, develop or commercialize Baylor Intellectual Property. This may include such activities as the sale, assignment or licensing of rights to Baylor Intellectual Property or the establishment or expansion of corporations, partnerships or other commercial enterprises, all as may be decided by the College, in its sole discretion.
- E. Recognition of Academic Pursuits. The College encourages all College Members to work through traditional academic channels with respect to Baylor Intellectual Property developed by them, while at the same time preserving and protecting all rights of the College in and to such Intellectual Property.
- F. Disclaimer of Certain Relationships between the College and College Members. This Policy does not create nor shall it be construed to create a joint venture, partnership or other similar relationship between the College and any College Members. The College (including its Affiliates) has no fiduciary or similar duty to College Members with respect to seeking protection for, or the commercialization of, Baylor Intellectual Property, nor do they assume such duties by undertaking the activities pursuant to this Policy. Employees, attorneys, and other advisors of the College do not represent College Members in the matters covered by this Policy or otherwise, unless the College provides express written acknowledgement of such representation to such College Members.

II. OWNERSHIP OF INTELLECTUAL PROPERTY

- A. Assignment. Baylor Intellectual Property is and shall be regarded as the proprietary property of the College, owned and controlled solely by the College, and all rights thereto shall be determined and administered by the College as provided in this Policy. As a condition of their appointment, employment or enrollment by, or working at, the College, or use of facilities made available by or through the College, or in consideration for the compensation or other benefits received from or through the College (including the use of facilities), each and every College Member is obligated to assign and convey, and each and every College Member does hereby assign and convey, to the College all Baylor Intellectual Property Developed by such College Member. To memorialize such assignment and conveyance or otherwise implement the College's ownership of the Baylor Intellectual Property, all College Members shall execute and deliver all instruments of assignment and conveyance and other documents, in the form required by the College, to evidence or more fully set forth such assignment or conveyance of rights to the College or which enable the College to secure, preserve, enforce, and protect patent or other protection for such rights. College Members shall provide any other assistance as may be required by the College. College Members will not assign or convey Baylor Intellectual Property to any third party, and any such assignment or conveyance shall be null and void. Other than use of any Baylor Intellectual Property as necessary for a College Member's activities for the College during such College Member's engagement with the College, no College Member shall have any license or use, and no College Member shall be entitled to any ownership or other right, title, or interest in or to any Baylor Intellectual Property.
- B. Excluded Intellectual Property
 - 1. At the request of the Developer(s) of Intellectual Property or upon its own initiative, the BLG is authorized to consider whether such Intellectual Property constitutes Baylor Intellectual Property as defined by this Policy. BLG shall promptly refer to the Patent and Copyright Committee ("Committee") its recommendation on this issue for a determination pursuant to Section VII.A.5. The Developer(s) shall provide information and assistance to BLG sufficient to enable BLG to make its recommendation. Upon a final determination pursuant to this Policy that Intellectual Property is Excluded Intellectual Property or otherwise not the property of the College and, at the request of the Developer(s), the College will execute an acknowledgement to the Developer(s) that it has no ownership interest in such Intellectual Property. Absent such an executed acknowledgement by the College, Developer(s) shall not assign, transfer, license, or otherwise convey or encumber the Intellectual Property and any and all such conveyances and encumbrances are void,
 - 2. With respect to Intellectual Property that is the property of its Developer(s), the Developer(s) may, at any time, request that the College accept title or other rights in such Intellectual Property and make the Intellectual Property subject to this Policy as Baylor Intellectual Property. Any such request shall be considered by the BLG who may, with the concurrence of the President, accept such Intellectual Property subject to such terms and conditions as the BLG and the Developer(s) may agree in writing. If the College agrees to accept the transfer of ownership or other rights, the Developer(s) shall transfer such rights in all such Intellectual Property to the College. Upon such transfer, such

Intellectual Property, including, without limitation, any invention therein (or the rights actually transferred, as may be the case), shall be deemed to be Baylor Intellectual Property and, except as the BLG and the Developers shall have expressly agreed otherwise in writing, shall be administered and controlled by the College as set forth in this Policy.

- C. **Copyrightable Works.** Consistent with the College's support of academic freedom, College Members (excluding staff members) shall be the owner of Copyrightable Traditional Academic Works, unless a written agreement to the contrary has been made in advance of the authorship. Copyrightable Traditional Academic Works are Copyrightable Works that are independently authored by College Member(s) (i) to expand the public understanding the College Member's field of study through publication or other distribution in scholarly forums or media of any kind and/or (ii) to provide educational materials for students including, without limitation, textbooks, workbooks, notes, and other training materials regardless of form. As a condition of employment at the College, the author of a Copyrightable Traditional Academic Work will, and does hereby, provide a perpetual, irrevocable, royalty-free, nonexclusive, sublicenseable, transferable license to the College to use, copy, distribute, publish, and make Derivations and compilations of such Copyrightable Traditional Academic Work, whether in electronic form or otherwise. A Copyrightable Work authored or co-authored by a College Member that is not a Copyrightable Traditional Academic Work shall be Baylor Intellectual Property.

In instances where the College makes unusual commitments of facilities, personnel, and/or resources in the production of a Copyrightable Work, the College may be entitled to ownership or license rights pursuant to terms of a formal, written agreement. Where sufficient advance notice is provided to BLG, this determination will be made by BLG at the beginning of the project and before the work is created.

In instances where a Copyrightable Traditional Academic Work (such as software) is also patent eligible, the Work will be treated as Baylor Intellectual Property and the provisions of this section on Copyrightable Traditional Academic Works will not apply.

III. DISCLOSURE AND PROTECTION OF INTELLECTUAL PROPERTY

A. Disclosure of Intellectual Property.

1. Any College Member who has Developed any Baylor Intellectual Property as herein defined shall promptly complete the applicable Disclosure Form and deliver the same both to the Department Chair for signature and to the BLG. College Members recognize that valuable rights and/or commercialization opportunities may be lost due to delays in disclosure of Developed Intellectual Property. For example, College Members recognize that delays to disclose Developed Intellectual Property may result in (a) a loss of rights upon publication of the same or similar innovations by others and (b) commercialization opportunities being lost or undervalued. The Disclosure Form shall be completed to (i) provide detailed data concerning the Baylor Intellectual Property so that it can be evaluated from a protection and commercialization standpoint, (ii) furnish other information required by such form, and (iii) formally assign and confirm the assignment of all rights in the Baylor Intellectual Property to the College or its designee. All College Members listed on the Disclosure Form shall sign the form. If it is impractical to obtain all signatures promptly, the form shall be submitted with available signatures. The Department Chair(s) shall, as soon as practical, indicate that he or she has reviewed the submission by signing and forwarding the Disclosure Form to the BLG together with his or her comments and such other data or materials which would be of assistance in evaluating the Baylor Intellectual Property. Each College Member shall prepare, maintain, and provide to the College accurate and complete records and documentation (including, without limitation, traditional laboratory notebooks or visual, auditory, written, electronic, cloud-based, or other equivalents thereof) detailing the Development of any Intellectual Property Developed by such College Member. All such records and documentation shall be and remain property of, and solely owned by, the College.
2. Any College Member who has Developed Intellectual Property during the period they serve as College Member but which they believe does not constitute Baylor Intellectual Property shall follow the procedures of Sections II.B.1 and VII.A.5 for a determination of this issue.

- B. BLG Recommendation. Upon receipt of the original Disclosure Form, the BLG shall proceed with its review of the Baylor Intellectual Property described and consider the issues of protection and suitability for commercialization. The BLG shall promptly make a recommendation to the Office of General Counsel ("OGC") whether to seek patent or other form of protection for the Baylor Intellectual Property. This recommendation shall be made after obtaining all pertinent information and following all necessary reviews and other actions required by the BLG.

- C. Patent and Other Protection. In each instance in which the BLG elects to seek patent or other protection for Baylor Intellectual Property, the BLG shall submit the appropriate information concerning the Baylor Intellectual Property to the OGC for review. All outside expenses incurred by the College relating to these matters shall be advanced by the College.

- D. Obligations of the College in Protecting Intellectual Property.

1. Notwithstanding anything to the contrary contained in this Policy, this Policy shall not require the College to seek patent or other protection for, or to defend, enforce or protect rights in, any Baylor Intellectual Property or other Intellectual Property in which the College otherwise has rights.
2. Notwithstanding anything to the contrary contained in this Policy, the College has and shall have no fiduciary or similar duty to Developers under this Policy. The College shall have sole discretion over the third parties to whom it conveys rights to Baylor Intellectual Property and the terms under which it conveys rights to Baylor Intellectual Property. The College shall have sole discretion over all aspects of monetization of any Equity it holds for itself, for Developers, and for the Developer's departments including, without limitation, the timing, terms, and means by which it monetizes any Equity.
3. While the College and its staff may wish to obtain the thoughts and recommendations of the College Member(s) involved with any Baylor Intellectual Property, it is not obligated to comply with the requests of such parties as to the manner in which such Baylor Intellectual Property is treated. The decision of the College in deciding whether or how to pursue protection or to enforce such protection against other parties shall be determined in its sole discretion.

E. Release of Rights in Baylor Intellectual Property to the Developers.

1. BLG may at any time determine that the College no longer wishes to retain some or all rights to certain Baylor Intellectual Property. In such event, the BLG shall make a recommendation to the Committee to release the College's rights in the Baylor Intellectual Property and the terms and conditions for such release. The Committee shall review BLG's recommendation and shall forward its own recommendation to the President who shall make the final determination regarding the release of the Baylor Intellectual Property. Upon such determination, the President shall, as the case may be, (i) release and quitclaim to the Developer(s), in whole or in part, such rights to the Baylor Intellectual Property as were conveyed to the College by such persons, on terms and conditions as the College shall have determined, or (ii) return such matters to the BLG for further handling consistent with such determination. Such release and quitclaim shall be without representation or warranty, whether express or implied, as to the Baylor Intellectual Property and the rights being released and assigned. Upon the effective date of such release and assignment of rights to the Developer(s), the Developer(s) release the College and its employees, officers, trustees and representatives from any claim or cause of action that the Developer (s) may have with respect to the College's actions or omissions relating to such Baylor Intellectual Property, including its actions or omissions with regard to seeking patent or other protection, or commercializing such Intellectual Property.
2. Upon reasonable request, College Members may at any time obtain from the BLG the status of the legal protection and commercialization activities being pursued with respect to specified Baylor Intellectual Property as to which such College Members are Developers. Such parties may also seek to obtain releases of rights to such Intellectual Property for those countries in which the College elects not to pursue patent or other protection. Such requests shall be handled pursuant to the procedures set out in this Policy.
3. If the College elects to release and assign its right in Baylor Intellectual Property to the Developer(s), the release and assignment shall not include any other Baylor Intellectual Property that is not explicitly the subject of such a release. Should the Developer continue research on or related to the released Baylor Intellectual Property, such research shall be governed by this Policy and any Intellectual Property resulting from such continued research shall be considered Baylor Intellectual Property. Such ownership by Baylor shall include Baylor's right to retain title in any Baylor Intellectual Property resulting from such continued research.

IV. COMMERCIALIZATION OF INTELLECTUAL PROPERTY

- A. Discretionary Commercialization Efforts of the College. The College may, in its sole discretion, elect to develop or commercialize, directly or indirectly, Baylor Intellectual Property by, among other things, (i) investing or contributing funds, equipment or assets, or (ii) contracting with Affiliates of the College or third parties for the rendition of investment, venture capital, marketing, management or other services, or (iii) both. The College may undertake such actions, including assigning to such Affiliates of the College or third parties undivided interests in Baylor Intellectual Property or a portion of any Income or Equity to be received in exchange for the rendition of services by such parties.
- B. Use by Affiliates and Third Parties. The College may, in its sole discretion, contract with Affiliates of the College or an outside corporation, agency or any organization deemed suitable by the College, on such terms and conditions, including the consideration for its services, as the College shall deem appropriate, for the seeking of patent or other protection for Intellectual Property and for the licensing, assignment, sale or other commercialization thereof.
- C. Obligations of the College in Commercializing Intellectual Property. Notwithstanding anything to the contrary contained in this Policy, this Policy shall not require the College to exploit, license, assign or otherwise commercialize or develop any Baylor Intellectual Property or other Intellectual Property in which the College has rights. While the College and its staff may wish to obtain the thoughts and recommendations of the College Members involved with any Baylor Intellectual

Property, it is not obligated to comply with the requests of such parties as the manner in which such Baylor Intellectual Property is treated. The decision of the College in deciding whether or how to pursue commercialization shall be determined in its sole discretion.

- D. Right to Use. In the transfer by the College of any Baylor Intellectual Property or other rights, the College generally endeavors to retain for the College and the Developer(s) thereof the right to use the Baylor Intellectual Property for academic, non-commercial purposes. No assurances can be given, however, that such rights may be retained because the rights and interests conveyed in such transactions are subject to negotiation with parties who may require the transfer of all rights in order to consummate the transactions.

V. PAYMENTS AND OTHER CONSIDERATION

In the event the College commercializes Baylor Intellectual Property and receives consideration therefrom, the following provisions shall apply:

A. Net Income

1. Recovery of Expenses. The College may retain all Income received with respect to Baylor Intellectual Property until the College has recovered in full all applicable costs and expenses incurred or reasonably expected by the College to be incurred as set forth in the definition of "Net Income." Costs and expenses not recovered in any one fiscal year shall be carried forward and deducted from future Income prior to any payments by the College to the respective Developers or Departments.
2. Payments. Payments based on Net Income shall be made by the College in accordance with the following schedule:
 - 40% to the Developer(s)
 - 30% to the College General Fund
 - 30% to the Department(s)
3. Payments and Reports. The above amounts shall be paid annually to the Developer(s) and Department(s) and allocated to the College General Fund as soon as practical after receipt of such funds. The College will upon request provide annual reports to the Developer(s) which detail Income received and costs and expenses deducted therefrom in calculating Net Income.
4. Advances. The College may, in its sole discretion, advance payments to Developers which amounts will be deducted from any future payments based on Net Income payable to such persons.

- B. Net Equity. In instances in which Equity is received for rights in Baylor Intellectual Property, the Developer(s), as part of the property transferred by the Developer(s), shall be deemed to have transferred any and all rights such Developer(s) may have according to this Policy and released all or a portion of their royalty rights hereunder as may be set forth in the documents relating to such exchange and as appropriate for the Equity received, in exchange for the following:

1. 40% of the Net Equity received with respect to Baylor Intellectual Property shall be retained by the College, provided that if the College receives (i) cash dividends attributable to such portion of the Net Equity, (ii) other distributions received in cash attributable to such portion of the Net Equity, or (iii) sale proceeds attributable to such portion of the Net Equity (if and when sold at the discretion of the College), all such cash and sale proceeds attributable to such portion of the Net Equity shall be paid to the Developer(s) of such Baylor Intellectual Property. Non-cash dividends and other non-cash distributions with respect to such Net Equity shall be retained by the College as part of this portion of the Net Equity. The College, at its sole discretion, may deliver or transfer up to all of the 40% Net Equity to the Developer(s).
2. 30% of the Net Equity received with respect to Baylor Intellectual Property shall be retained by the College on behalf of itself. All cash dividends and other distributions received in cash attributable to such portion of the Net Equity, together with all sale proceeds of such Net Equity, if and when sold at the discretion of the College, shall be paid to the General Fund of the College or such other fund the College, in its sole discretion, may select. Non-cash dividends and other non-cash distributions with respect to such Net Equity shall be retained by the College as part of the Net Equity held for itself.
3. 30% of the Net Equity received with respect to Baylor Intellectual Property shall be retained by the College, provided that if the College receives (i) cash dividends attributable to such portion of the Net Equity, (ii) other distributions received in cash attributable to such portion of the Net Equity, or (iii) sale proceeds attributable to such portion of the Net Equity (if and when sold at the discretion of the College), all such cash and sale proceeds attributable to such portion of the Net Equity shall be paid to the Department(s) of the Developer(s) of such Baylor Intellectual Property. Non-cash dividends and other non-cash distributions with respect to such Net Equity shall be retained by the College as part of this portion of the Net Equity.

- C. Multiple Developers. If there is more than one Developer of Baylor Intellectual Property, payments based on Net Income and Net Equity shall be paid or delivered to them (i) in accordance with their respective percentage interests shown on the

Disclosure Form for such Intellectual Property; or (ii) if different percentage interests are subsequently agreed to in writing by all of the Developers of the Baylor Intellectual Property and their respective Department Chairs, in accordance with such different percentage interests; or (iii) if such parties are unable to agree as to the proper percentage interests, as shall be determined by the Committee in accordance with this Policy. Amounts payable to each Department shall correspond with the percentage interest(s) of the Developers in that Department. Where one Developer is assigned to more than one Department, the Chairs of such Departments shall agree in writing on the amounts to be payable to such Departments. In the event these Chairs cannot agree, that issue shall be determined by the Committee pursuant to the procedures set forth in this Policy.

- D. No Interest Payable. The College shall not be obligated to pay interest or other fees on Income or Equity held by the College and payable or transferable to Developer(s) or Department(s) under this Policy.
- E. Deferred Payment Obligations. Consideration received by the College that is a deferred payment obligation (for example, promissory notes and other contractual obligations to make future payments) shall be held by the College until such payment obligation is fulfilled. At that time, such payment shall be treated as Income or Equity (as the case may be), subject to the repayment of costs and expenses of the College and, thereafter, payable to the Developer(s) and Department(s) as provided above.

VI. PUBLICATION OF INTELLECTUAL PROPERTY

- A. Confidential Information. All information included in or related to any Baylor Intellectual Property shall be deemed confidential information owned by the College and no College Member or other person shall publish or in any way disclose such information without complying with the provisions of this Article VI. The foregoing restriction on Publication shall apply only to the Publication of information included within Baylor Intellectual Property and shall not be deemed to restrict the academic freedom of College Members to publish the results of research or intellectual pursuits which do not result in Baylor Intellectual Property. The foregoing restrictions shall not apply to information that, but only to the extent that such information: (i) is publicly known, (ii) becomes (but only after it becomes) publicly known through no act or omission of College Member in violation of this Policy or any controlling regulation, grant, award or contract, (iii) was in the College Member's possession free of any obligation of confidentiality before such member assumed a position or conducted any work or activities at or for the College. The BLG or OGC of the College shall assist College Member in determining whether their proposed Publication would forfeit rights the College may wish to protect.
- B. Procedure for Disclosure. In order to (i) permit the College to have adequate time to consider the patentability or other protection available for and the commercial viability of any Baylor Intellectual Property, (ii) permit the College to obtain timely and proper patent or other protection in the United States and abroad, and (iii) guard against a violation by the College of any contract, grant, award or other instrument or applicable governmental laws or regulations, no oral presentation, disclosure to unauthorized parties or other Publication of information relating to Baylor Intellectual Property shall be made by any College Member unless (i) prior written notice is given to the BLG sufficiently prior to such Publication to permit adequate protection for the College's rights in the Baylor Intellectual Property and (ii) all necessary consents to such Publication are obtained. Upon written request of the principal Developer(s) seeking permission for the Publication of information relating to Baylor Intellectual Property, the BLG shall promptly initiate such action as it deems appropriate to protect the College's rights in and to the Intellectual Property so as to permit the Publication without loss of such rights within ninety days of the request, if possible. It shall be the responsibility of the Developer(s) to determine the appropriate media for Publication and to provide adequate notice to the BLG of any proposed Publication or dissemination of such information.
- C. Material, Device, and Software Transfers. College Members are often asked by their colleagues at other academic or research institutions or commercial or non-profit entities for samples of certain types of Baylor Intellectual Property, such as, by way of example, drugs, genes, cell lines, vectors, organisms, computer software, electrical or mechanical devices, and electrical circuits. Such College Members shall not handle such requests directly, but shall refer such requests promptly to the BLG or the Office of Research for handling. All such material shall be transferred only if approved by the Office of Research and solely under an executed agreement approved by the President such as a license agreement, research and development agreement, confidentiality agreement or material transfer agreement between the College and the third party.

VII. THE PATENT AND COPYRIGHT COMMITTEE

- A. Appointment and Functions of the Committee. In accordance with the Faculty Bylaws, the President of the College shall appoint a standing Patent and Copyright Committee (the "Committee"), which Committee shall upon request of the President:
 - 1. Study and recommend to the President procedures and guidelines concerning the consideration and evaluation of Intellectual Property Developed by College Members;
 - 2. Periodically report to the President through appropriate administrative channels on the activities of the Committee;

3. Receive periodic reports on the operations of the BLG and comment thereon;
4. Determine the respective percentage interests of Net Income or Net Equity of (i) the Developer(s), (ii) their Department(s), and (iii) outside parties, if any, if the Developer(s) or Department Chairs, as may be the case, are unable to agree on such matters in accordance with Section V.C. Such determination shall be based upon the actual contribution of each person and Department in the Development of the Baylor Intellectual Property. Consideration of such matters by the Committee shall be instituted upon the written application of the BLG, any Developer, any Department in which such persons work, or any other College Member or Department(s) who claim such an interest, and shall be binding on all such parties whose interests are considered by the Committee, subject to the right of appeal as provided in Section VII.D.;
5. Consider, upon written request by the BLG, requests or recommendations for (i) releases of Baylor Intellectual Property and (ii) determinations that specified developments do not qualify as Baylor Intellectual Property. If the Committee concurs with the BLG's recommendation, it shall authorize the BLG to (a) release to the inventor(s) all rights to the Intellectual Property on such terms and conditions as the BLG shall determine, or (b) inform the Developer(s) that the specified developments do not qualify as Baylor Intellectual Property. In the event that the Committee does not concur with the BLG's recommendation, the Committee's determination shall prevail, provided, however, either the BLG or any other interested party may appeal the Committee's decision as provided in Section VII.D.; and
6. Discharge such other duties as are expressly delegated to it by the College.

Notwithstanding the foregoing, the Committee shall refer to the OGC all questions concerning interpretation of this Policy and all other related legal issues, including questions of inventorship, tax matters, patent and other protection issues. The OGC may interact with outside counsel and other advisers for the College as appropriate in this regard.

- B. Subcommittees. The Committee shall have the right to establish from time to time one or more subcommittees of its members (including an Executive Committee if desired); to designate, remove, and replace the members of such subcommittees; and to delegate to such subcommittees any or all of the powers of the Committee with such limitations of authority as may be determined by the Committee. Any such subcommittee shall be subject to the provisions of this Policy and all other rules, procedures or other provisions which govern the Committee and its activities shall keep minutes of its actions and proceedings; and shall report to the Chair of the Committee on its activities.
- C. Ex-Officio Members. Representatives from the Office of Vice President and Dean of Research and the OGC shall serve as ex-officio members of the Committee. The representative from the OGC shall serve as primary legal adviser to the Committee.
- D. Appeals from Determinations of the Committee
 1. Any Developer, Chair, and any other party claiming an interest in consideration to be received from the commercialization of Baylor Intellectual Property and who is dissatisfied with a determination by the Committee relating thereto shall seek reconsideration by the Committee and, if dissatisfied with the result of such reconsideration, appeal the Committee's determination in the following manner:
 - 1.1. Within thirty days of the issuance of the determination, any such Developer, Chair or other such party may in writing request the Committee to reconsider such determination.
 - 1.2. The Committee will meet at such time as is convenient for all parties involved to reconsider its initial determination. The Committee may consider such information as it deems necessary, may extend its meeting to additional sessions, and shall deliver its final determination to all Developers and other parties involved in such reconsideration and to the President or the President's designee.
 - 1.3. Thereafter, such Developer, Chair or other involved party may appeal the Committee's final determination to the President by written request delivered to the President within ten days of receiving the final determination. Should there be no such request for appeal within this time period, the determination of the Committee shall be final and binding on all such parties. As soon as practical following receipt of an appeal request, the President shall meet with or, at the President's option, receive written arguments or information on the matter from all Developers and other parties involved and a report from the Committee. Within sixty days of said meeting or receipt of written submissions, the President shall issue a ruling on the matter, which ruling shall be final and binding upon all such parties.
 2. If the dispute involves the rights of the President under this Policy, only a designee or designees of the Board of Trustees of the College shall have authority to review the Committee's decision.

- A. Duties. The President may establish and maintain under the auspices of the Office of the Vice President and Dean of Research the BLG, which shall discharge the following duties and responsibilities in the manner and to the extent deemed appropriate by the BLG:
1. Upon request, provide copies of this Policy to College Members and inform Developers about their responsibility in protecting Intellectual Property;
 2. Serve as the office to which College Members submit Disclosure Forms pursuant to Article III;
 3. Make the initial decision as to whether to seek patent or other protection for Baylor Intellectual Property or to undertake commercialization of Baylor Intellectual Property;
 4. Seek, as it may deem necessary, the counsel and assistance of members of the Patent and Copyright Committee, other members of the faculty of the College, other College Members, Affiliates of the College, and third parties not affiliated with the College in evaluating the technical or commercial merits of Baylor Intellectual Property;
 5. Assist the OGC in the securing of patent and other protection for Baylor Intellectual Property as it deems necessary or appropriate for the Intellectual Property in question, and assist, through the OGC, the activities of the College's outside legal counsel;
 6. Provide reasonable assistance to College Members, at their request, in complying with this Policy;
 7. Upon the request of a Developer, coordinate with such Developer the Publication or other public disclosure of information relating to Baylor Intellectual Property so as to protect the rights of the College; and
 8. Refer to the President known or alleged violations of this Policy.
- B. Reports. The BLG shall submit periodic reports to the Committee which summarize actions the BLG has taken with respect to the securing of patent protection for Baylor Intellectual Property and other matters related thereto.
- C. Delegation of BLG's Duties. The President may delegate to, or make arrangements or agreements with Affiliates of the College or third parties for the rendition of all or a portion of the services to be provided by the BLG, and shall be entitled to eliminate some or all of the duties of the BLG.

IX. MISCELLANEOUS

- A. Policy Governs
1. Effective Date. As of its effective date, this version of this Policy supersedes all prior versions and, until superseded or terminated, shall apply in all respects to all Baylor Intellectual Property that is disclosed or assigned in writing to the BLG or the College on or after such effective date. Baylor Intellectual Property that is not disclosed pursuant to this Policy shall be governed by the policy in effect on the date that the College makes its determination that it constitutes Baylor Intellectual Property.
 2. Payments to Developers. Notwithstanding the provisions of Section IX.A.I., (i) the payment of Net Income or Net Equity to the Developers of Baylor Intellectual Property that was disclosed and assigned prior to the effective date of this version of this Policy shall be governed by the version of this Policy in effect on the date of license of that Baylor Intellectual Property, and (ii) any right that is determined by applicable law to be a vested right under a previous version of this Policy shall be governed by such previous version. The previous versions of this Policy were in effect on the following dates: July 1, 2001, March 27, 1991; May 25, 1988; December 15, 1986 (effective January 28, 1987); July 18, 1984; January 10, 1980; and October 17, 1973.
- B. Conflicts with Other Commitments of the College. It is recognized that there may be certain research projects which require deviation from this Policy. For example, (i) grants, awards or contracts approved by the College for research, development, training and services (obtained in some instances as a result of the efforts of the Developer(s)), or (ii) governmental regulation may be applicable and determinative of the ownership or other rights relating to Intellectual Property. Where and to the extent there is a conflict between this Policy and a grant, award or contract between the College and a third-party, applicable governmental regulations or other controlling obligations of the College, the provisions of such grant, award, contract, regulation or obligation at the time of award shall control. In such instances, the ownership of the Intellectual Property shall still be determined in accordance with this Policy to the extent such determination would not constitute such a conflict.
- C. Reversionary Interest. In the event that any Baylor Intellectual Property which has been licensed, assigned or otherwise transferred to a third party subsequently reverts, or for any other reason is returned to the College, unless the reversion or return is for consideration or is pursuant to a contract, such Baylor Intellectual Property shall again be subject to the provisions of this Policy, and all rights therein shall be subject to and determined by this Policy.

- D. Management Participation by Developers. To the extent consistent with the College's policies on conflicts of interest, Developers may negotiate on their own behalf with respect to management participation in any companies to which Baylor Intellectual Property has been transferred. In no event, however, may they assume managerial or other obligations which would be inconsistent with their duties to the College.
- E. Other Agreements by Developers. Developers contemplating entering into consulting or other arrangements with third parties, including entities that have acquired rights to Baylor Intellectual Property or actual or potential sponsors of research, shall consult with and abide by the College's policies on conflicts of interest.
- F. Legal and Other Advisors
1. The College may hire attorneys or other advisors to seek, maintain and enforce patent and other protection for Baylor Intellectual Property, to assist the College in its efforts to commercialize Baylor Intellectual Property and for related matters. In such instances, the College's attorneys and advisors, including both the OGC and outside counsel, represent the interests of the College only and not those of the Developers or other College Members. Pursuant to Baylor policies, counsel for the College may represent College Members in certain situations. In these situations, such representation must be set forth in writing, together with the right of the parties to terminate such representation.
 2. All Developers are encouraged to obtain their own counsel and other advisors in these matters, including advice relating to the rights of the Developers in the College's obtaining of patent or other protection for, and commercialization of, Baylor Intellectual Property, including without limitation, the tax and other implications of such transactions. Any such counsel or advisor shall be at the expense of the Developers or such other College Members. Developers and other College Members shall also be responsible for the reporting and payment of any taxes applicable to them relating to the commercialization of Baylor Intellectual Property.
- G. Certain Future Costs
1. In the event Developer(s) receive Net Income or Net Equity from Baylor Intellectual Property and should the College subsequently elect in its sole discretion to defend, protect or enforce the rights relating to such Baylor Intellectual Property, all expenses related thereto will be advanced by the College and allocated between the Developer(s) and the College in the same proportion as the Net Income or Net Equity is divided pursuant to Section V.A. or Section V.B. Expenses which are allocated to more than one Developer will be allocated to such parties in the same proportion as the Net Income or Net Equity is divided among them pursuant to Section V.C. With respect to the amounts the College advances to finance such defensive, protective or enforcement actions, the College shall recover the amount of such advances from all recoveries, if any, before paying any portion of such recoveries to the Developer(s).
 2. Upon the occurrence of a proceeding as described in Paragraph G.I. above, the College may retain, pursuant to Section V.A., all future Income received by it with respect to such Baylor Intellectual Property and use such funds to pay the expenses incurred by the College relating to such claims or litigation. Such expenses shall be items that are deducted from such Income in calculating Net Income as provided in this Policy.
- H. Cooperation. All College Members shall do all things reasonably necessary in the opinion of the BLG, the OGC, or the College relating to the College's efforts in seeking, obtaining, maintaining, protecting and enforcing patent or other protection of the proprietary rights of the College in Baylor Intellectual Property and shall actively assist the College's counsel, patent agents, BLG project managers, and others in connection therewith. Likewise, all College Members agree to fully cooperate and assist the College as it may reasonably request in the commercialization of Baylor Intellectual Property and to bring to the attention of the College any opportunities for the commercialization of Baylor Intellectual Property.
- I. Acts of the College and the President. Except where otherwise specifically provided, only the President shall have the authority to enter into binding obligations on behalf of the College regarding the matters covered by this Policy, including the release of any rights to Baylor Intellectual Property. All duties and functions of the President under this Policy may be delegated by the President to his or her designee and such delegation may be in any manner the President deems appropriate.
- J. Successors and Assigns. All rights and obligations of Developers as set forth in this Policy shall inure to the benefit of and be binding upon their respective heirs and assigns.
- K. Compliance with Laws. Nothing in this Policy shall be construed in contravention of any applicable state or federal law or regulation, nor shall any provision of this Policy require action or inaction by the College, any College Members or other party in contravention of any such law or regulation. Without limiting the foregoing, the College shall have no obligation to transfer any securities received by it for the transfer of Baylor Intellectual Property or otherwise unless, in the opinion of counsel satisfactory to the College, such transfer would not violate any applicable state or federal securities or similar laws or regulations. The College shall have no obligation to incur any expense in order to comply with any such laws or regulations to enable it or any other party to carry out any action called for by or requested pursuant to this Policy.

L. Arbitration.

1. Any controversy arising out of or relating to this Policy (including, for purposes of this Section L, all previous versions of this Policy) or any agreement in which this Policy is incorporated or by which it is otherwise governed (the "Controversy") shall be resolved if possible pursuant to the normal administrative procedures of the College, if applicable to the Controversy, including any procedures set forth in this Policy.
2. If administrative procedures are exhausted but the Controversy is not resolved, or if the Controversy is not subject to administrative procedures, the Controversy shall be determined by mediation before resorting to binding arbitration. The party seeking mediation shall propose five mediators, each of whom shall be a lawyer licensed to practice by the State of Texas for at least fifteen years, to the other party who shall select the mediator from the list.
3. Any party may commence binding arbitration if the administrative procedures or mediation do not result in resolution of the controversy within thirty days after written notice that these amicable negotiations have commenced.
 - 3.1 The arbitration shall be held in Houston, Texas, by a single arbitrator selected by the parties. Any party involved in the Controversy, including any third-party beneficiary of this arbitration provision, may invoke the arbitration procedures set forth or referenced in this Section L by written notice to all other involved parties. The parties agree the arbitration shall be administered by the American Arbitration Association ("AAA") and conducted in accordance with its Commercial Arbitration Rules, except as otherwise provided in this Section L or as the parties may otherwise agree. In the event the parties cannot agree on the selection of the arbitrator within twenty days of delivery of the written notice invoking arbitration, the arbitrator shall be selected pursuant to the AAA Commercial Arbitration Rules from, in the first instance, the Large Complex Claims Panel, then from its Commercial Panel.
 - 3.2 This arbitration provision is intended to be a broad form clause encompassing all claims, defenses, and counterclaims that may be asserted with respect to any Controversy, whether based on state or federal statutes, governmental regulations, common law, this Policy, or otherwise. The arbitrator shall honor and apply any common law or statutory defenses to a claim, including application as a bar of any statutes of limitation recognized by applicable law. This arbitration provision expressly permits any party, including any third-party beneficiary of this arbitration provision, to apply to the courts of any competent jurisdiction at any time for injunctive relief to maintain the status quo prior to or during the pendency of any arbitration, including prior to exhaustion of any administrative procedures. This arbitration provision is expressly intended to cover not only claims between and against any parties bound by or subject to this Policy or any agreement in which this Policy is incorporated, but to cover any claims by such party against an employee, agent, representative, affiliate, or outside legal counsel of another party relating to matters covered by this Policy or any agreement in which this Policy is incorporated, and these persons or entities are intended by the parties to be third-party beneficiaries of this provision to arbitrate. If such third-party beneficiaries elect to proceed with arbitration under these provisions, they agree to be bound by these provisions and the results of the arbitration as herein provided.
 - 3.3 Any Award or portion thereof, whether preliminary or final, shall be in a written opinion containing findings of fact and conclusions of law. The arbitrator shall render his or her decision (the "Award") in writing within sixty days of the close of the arbitration hearing, and such decision shall be final and binding on the parties. The parties and arbitrators shall treat all aspects of the arbitration proceedings, including without limitation discovery, testimony and other evidence, briefs and the award, as strictly confidential. In accordance with the express waiver of any right to punitive or exemplary damages set forth in Section IX.M of this Policy, the arbitrator may not, and is expressly denied the power to, award exemplary or punitive damages to any party. However, in the event a court determines that the express waiver set forth in Section IX.M is unenforceable, then the arbitrator, and not a court, shall determine if punitive or exemplary damages should be awarded and, if awarded, the amount thereof. Judgment on the Award may be entered and enforced by any court having jurisdiction thereof.
 - 3.4 Each party shall bear its own attorney's fees; however, the arbitrator may assess, at the arbitrator's discretion, other costs of the arbitration, including arbitrators' fees and expenses, costs of the stenographic record and expert witness fees and expenses. In the event any court or other tribunal concludes any portion of this Section L to be void or otherwise unenforceable for any reason, the remainder of this Section L shall survive and is deemed severable, such that the parties' express purpose to arbitrate any unresolved Controversy shall be recognized and given effect.

M. Choice of Laws and Express Waiver of Any Right to Punitive or Exemplary Damages. This Policy shall be construed and interpreted in accordance with the laws of the State of Texas. No conflict-of-laws rule or law that might refer such construction or interpretation to the laws of another jurisdiction shall be considered. All persons subject to this Policy

expressly agree to WAIVE ANY RIGHT OR CLAIM TO PUNITIVE, EXEMPLARY OR ENHANCED DAMAGES of any kind, whether this right or claim could accrue NOW OR IN THE FUTURE under applicable law.

- N. Venue and Jurisdiction. All actions called for by this Policy are performable in whole or in part in Harris County, Texas, and all persons subject to this Policy agree that personal jurisdiction and venue shall be proper in the state and federal courts situated in Harris County, Texas, and that any litigated dispute that is for any reason not subject to the arbitration provisions of Section IX.L above shall be conducted solely in such courts.
- O. Severability. Each of the provisions contained in this Policy shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Policy.

X. DEFINITIONS

"Academic Unit" shall have the meaning accorded it in the Faculty Bylaws and shall include Departments, Institutes, Independent Divisions, and Independent Centers.

"Affiliates" shall include any other entity that is controlled by or is under common control with the College. By way of example, BCM Technologies, Inc. is an Affiliate of the College.

"Baylor Intellectual Property" shall mean all Intellectual Property Developed by College Members, whether solely or jointly with others, during the period they serve as College Members.

"Excluded Intellectual Property" shall mean solely:

- (a) Intellectual Property Developed by one or more College Members which meets *all* of the following conditions:
- (i) The College contributed nothing to the Development of such Intellectual Property in terms of funds, office or laboratory space, equipment, materials or the time or input of College Members (other than the Developers) and none of such Intellectual Property is any Derivation of any Baylor Intellectual Property;
 - (ii) The Intellectual Property was Developed by College Member on his or her own time, at no expense to the College and not on or using the College's campus or facilities or on or using other facilities or space utilized by the College or by College Members in their capacity with the College; and
 - (iii) The Intellectual Property is not directly or indirectly connected with the Developer's regular or other assigned work for the College; and the Intellectual Property is not within the area or areas of the Developer's specific professional expertise exercised for the College in connection with such regular or other assigned work as evidenced by their specialized training or educational background, the areas of their research or practice, or their faculty appointment(s); or
- (b) Intellectual Property Developed by one or more College Members under a compensated consulting relationship, provided such Intellectual Property is Developed solely as a direct result of performing consulting services (i.e., the College contributed nothing to the development of the Intellectual Property in terms of funds, office or laboratory space, equipment, materials or the time or input of College Members), none of such Intellectual Property is a Derivation of any Baylor Intellectual Property, and none of such Intellectual Property is Developed in the course of activities for the College (i.e., the Intellectual Property was developed by College Members on his or her own time, at no expense to the College and not on or using the College's campus or facilities or on or using other facilities or space utilized by the College or by College Members in their capacity with the College).

"Chair" or "Department Chair" shall mean the Chair, Director or Head of any Academic Unit as defined in the faculty bylaws of the College.

"College" shall mean Baylor College of Medicine and its Affiliates.

"College Member" shall mean College faculty members, fellows, residents, researchers, staff members, post-doctoral fellows, students, visiting faculty, and any other persons employed, enrolled, appointed by, working at or using facilities provided by or through the College.

"Committee" shall mean the Patent and Copyright Committee as described in Section VILA of this Policy.

"Controversy" shall have the meaning given such term in Section IX.L of this Policy.

"Copyrightable Work" shall mean any original expression that is fixed in any tangible medium of expression and subject to copyright protection under Title 17 of the United States Code as it now exists or as it may be amended. Copyrightable Works shall

include by way of example but not by way of limitation: books and articles, collective works, compilations or other literary works, including computer software, graphic works, audiovisual works or sound recordings.

"Department(s)" shall mean the Academic Unit(s) where the Developer(s) have appointments or, in the case of Institutes, Independent Divisions, or Independent Centers, which are responsible for the space occupied by the Developer(s).

"Derivation" shall mean, with regard to any Intellectual Property, any modification, customization, upgrade, update, enhancement, improvement, derivative work, or derivation of any kind to or of or from or based on such Intellectual Property.

"Develop" shall mean the conception, creation, writing, reduction to practice, discovery, acquisition, or development of Intellectual Property of any kind.

"Developer(s)" shall mean the person(s) who Develop(s) Intellectual Property. Developer(s) of Baylor Intellectual Property may decide that other persons who assisted in the Development activity should receive a part of any resulting Net Income or Net Equity to which the Developer may be entitled. In such event and for purposes of this Policy only, such other persons shall be deemed "Developers" solely for the purpose of determining who should receive compensation based on Net Income or Net Equity as provided in this Policy and for no other purpose.

"Disclosure Form" shall mean the form or forms for disclosing Intellectual Property pursuant to Section III.A of this Policy.

"Equity" shall mean any consideration other than Income received for the conveyance of rights to duly disclosed and assigned Baylor Intellectual Property and may include, without limitation, securities, stock options, warrants, other securities that are convertible by their terms into property other than cash, partnership interests, real or personal property, or any other non-cash consideration. See the definition of "Income" for a description of certain consideration that shall be excluded from "Equity" for purposes of this Policy.

"Income" shall mean all royalties, fees, and other consideration received in cash in exchange for rights to duly disclosed and assigned Baylor Intellectual Property. Neither income nor equity shall include money or property received by the College or College Members for reasons other than in exchange for rights to Baylor Intellectual Property or received by Affiliates of Baylor College of Medicine or third parties in exchange for rights to Baylor Intellectual Property previously assigned to them for services rendered or to be rendered. By way of example but not by way of limitation, excluded from Income and Equity are:

- (i) any research funding, grants, funds for clinical trials, gifts, pledges or contributions (whether of cash, securities, equipment or other property);
- (ii) any consideration, regardless of its form, received by (A) the College or College Members in exchange for the payment or contribution of funds, equipment, services or assets (other than Baylor Intellectual Property), (B) Affiliates of Baylor College of Medicine or third parties in consideration for organizational, management or other services, or in exchange for such parties' interest in Baylor Intellectual Property assigned to such parties by the College as consideration for such services, or (C) College Members for consulting services;
- (iii) other similar or dissimilar items received by the College, its Departments or College Members from any party, including parties who have received rights in Baylor Intellectual Property;
- (iv) any consideration, regardless of its form, received by the College or its Affiliates pursuant to the terms of an agreement granting rights to a third party to any Baylor Intellectual Property that, at the time the agreement was executed, had not been disclosed and assigned in writing to the College in accordance with Section III.A.

Promissory notes and other deferred payment obligations shall not be considered current Income or Equity for purposes hereof, but instead shall be treated by the College as Income or Equity in the year payment is received, pursuant to Section V.E.

"Intellectual Property" shall mean Inventions, know-how, trade secrets, technology, research data and notes, Copyrightable Works, trademarks, service marks and trade names, and any and all Intellectual Property Rights arising therefrom or related thereto.

"Intellectual Property Right" shall mean any of the following, anywhere in or throughout the world and under any law or legal system: (i) patent, patent application, or invention disclosure (including, without limitation, any continuation, continuation-in-part, divisional, reissue, reexamination, substitution, extension, and foreign and international counterparts), (ii) right arising from any trademark, service mark, trade name, corporate name, business name, domain name, trade dress, design, and other designation of source or origin, and any registration, application for registration, extension, and renewal thereof, and all goodwill symbolized by any of the foregoing or associated therewith, (iii) copyright, mask work right, database right, and any right similar thereto, and any registration, application for registration, and renewal thereof, (iv) right arising from any trade secret, know-how, and confidential or proprietary or other information, material, items or things, and (vii) other intellectual or industrial property right of any kind, whether existing now or being recognized or created in the future.

"Invention" shall mean and include without limitation, any development, discovery, creation, improvement or other advance whether Developed as a product of mental processes or as a result of scientific investigation and experimentation, and whether or not reduced to writing. Inventions shall include by way of example, but not by way of limitation: drugs, methods of healing or promoting the healing arts, chemical, biological or biochemical processes or methods, gene sequences, gene therapy, cell lines, vectors, organisms,

combinations of matter, computer software, electrical or mechanical devices, and electrical circuits. The foregoing examples shall not in any way limit the scope of this definition.

"Net Equity" shall mean all Equity received by the College in consideration for the conveyance of rights to Baylor Intellectual Property, less any and all portions of the Equity assigned to BLG, Affiliates or third parties in consideration of services rendered or to be rendered by the BLG, Affiliates or third parties in connection with the exploitation, licensing, assignment or other commercialization of such Baylor Intellectual Property.

"Net Income" shall mean all Income received by the College in consideration for the conveyance of rights to Baylor Intellectual Property, less fifteen percent management fee payable to the BLG and any and all costs and expenses incurred by or for the account of the College, or reasonably expected by the College to be incurred, including (a) charges, discounts, sales, use or other taxes and state or federal excise taxes or charges applicable to such conveyance or to the Baylor Intellectual Property; and (b) all costs and expenses (including without limitation, attorney's fees) in connection with (i) perfecting, maintaining or defending the College's rights in such Baylor Intellectual Property, including but not limited to, the filing, prosecution or maintaining of patents or other protection in the United States or foreign countries, and (ii) defending or prosecuting actions for infringement of patents or copyrights or for the violation or wrongful appropriation of other proprietary rights, whether of the College or a third party, relating to such Baylor Intellectual Property.

"OGC" shall mean the Office of General Counsel of Baylor College of Medicine.

"BLG" shall mean the Baylor Licensing Group of Baylor College of Medicine.

"Policy" shall mean this policy on Patents and Other Intellectual Property.

"President" shall mean the President of the College or his or her designee.

"Publication" shall mean the disclosure, distribution, sale, lease or transfer of the original or copies of the information in question. Publication shall include by way of example but not by way of limitation: the delivery of speeches, data (written or electronic), abstracts, posters, or manuscripts disclosing all or a portion of such information, or the delivery of embodiments, including without limitation, samples, drugs, genes, cell lines, vectors, organisms, prototypes or computer software, to publishers, colleagues, researchers (at corporations, educational or research institutions) or other third parties.

NOTE: Any questions concerning the *Policy on Patents and Other Intellectual Property* or requests for printed copies of this Policy or any previous version of this Policy should be addressed to the Baylor Licensing Group at One Baylor Plaza, Suite 600D, Houston, Texas 77030-2475 or by phone at 713-798-6821

BAYLOR COLLEGE OF MEDICINE SELF-INSURANCE PROGRAM

Administered by the Office of Risk Management

On July 1, 1977, Baylor College of Medicine (BCM) created the Self-Insurance Program (“Program”) to curb the rising costs of medical liability premiums of commercial carriers. The Program, consisting of a self-funded retention, has available a dedicated fund from which medical liability claims (claims arising from allegations of negligent medical care rendered to patients within the course and scope of the BCM Participant’s duties to BCM) and associated legal expenses are paid. For over 40 years, the Program has proven to be a stable risk-financing mechanism. Some features of the Program include:

1). Coverage form – The Program is written on a “hybrid occurrence” basis, meaning it covers the Participant (Participants are BCM employees for whom coverage is being provided) for an incident that happened while he or she was a Participant no matter when the claim or lawsuit was filed. If the matter was reported to BCM Risk Management as an incident, then generally coverage falls into the year in which it was reported. If the claim or lawsuit is the first notice to Risk Management, then generally coverage falls in the year in which it was first reported to Risk Management. Occurrence (and hybrid occurrence) coverage allows the Participant who terminates his/her employment with BCM to forego buying a tail policy. The Program does not, however, provide coverage for prior acts (acts that occurred pre-BCM employment);

2). Coverage limits – Subject to the terms and conditions of the Medical Professional Liability Self-Funding Declaration of Baylor College of Medicine (the “Declaration”), Participants have access to coverage afforded by a self-insured retention, which is currently \$10 million.

3). Actuarial Review – Each year, the Program’s funding amount is determined by an independent actuarial firm. The Program funds at an actuarial confidence level.

4). Range of coverage – The Program grants worldwide coverage as long as the Participant is within the course and scope of his/her duties to BCM. If a Participant will be treating patients outside Houston, he/she should notify Risk Management in advance;

5). Payments – Subject to the terms and conditions of the Declaration of Self-Funding, the Program will pay on behalf of the Participant all sums that he or she shall become legally obligated to pay as damages to any person arising out of the rendering of or failure to render professional services defined as medical, surgical, dental, or nursing treatment. This payment includes legal fees in defense of a lawsuit, claims settlements, or jury verdicts. In the event a claim is made against a Participant who has terminated and left Houston, the Program will reimburse the Participant for documented, reasonable travel expenses for attending a deposition or trial;

6). Settlements – The Program may elect to settle a case without the consent of the Participant. However, settlements are generally not made until a committee of Participants, the General Counsel’s office, Risk Management, and defense attorneys, if retained, have analyzed

the case. The input and desires of the Participant are given due consideration in settlement discussions;

7). Claims Handling – The Program handles incidents and claims with internal staffing and manages the defense of lawsuits. There are two experienced medical malpractice claims examiners whose work is overseen by a claims manager. Legal defense of lawsuits is assigned to outside law firms who specialize in medical malpractice defense. The Program maintains an aggressive posture toward claims handling and has taken numerous cases to trial.

8). Proof of Coverage and Claims Histories – The Program provides Participants with a Certificate of Participation upon acceptance and annually at renewal on July 1 of each year. The Certificate shows that limits are “at least \$1 million/\$3million.” This minimum “limit” is provided to facilitate coverage verifications with hospitals, payers, and similar organizations. Upon request by Participants or authorized departmental personnel, the Program will provide verification of coverage and claims histories.

9). Licensing Board Actions – Coverage is available for defense of licensing board complaints against the licensee, e.g., Texas Medical Board or Board of Nurse Examiners.

10). Education and Prevention –The Program offers claims education and prevention seminars to its Participants and has staff available to answer medical-legal questions. Please contact us to schedule a presentation or ask a question.

Please note: the foregoing coverage summary is provided for informational purposes only and is subject to updates. Actual coverage granted by the Program is governed by the Declaration.

Direct questions to: James R. Banfield, Director of Risk Management, Baylor College of Medicine; (713) 798-4509 or banfield@bcm.edu

Selective Service Registration Requirement for MED VA Medical Center

Please note that to satisfy requirements for clinical rotations at the MED VA Medical Center, certain males who are 18-25 years old must show proof of having registered for Selective Service (visit <https://www.usa.gov/register-selective-service> to see the requirements and the exceptions).

Failure to show such proof upon request could result in termination of your contract at Baylor College of Medicine. This is referenced in the New Hire Trainee Contract, as well as Policy 27.2.2 – Requirements for the Appointment of Resident and Fellow Physicians.

To verify your status:

The Selective Service website is <https://www.sss.gov/>. You can click on Verify Registration at the top and put in your last name, SSN, and DOB to check if you have registered.

The national IT help desk number is 855-673-4357.



2024 Benefits Cost & Coverage **INFORMATION GUIDE**

A comparison of benefit coverage and cost supplement information.

Baylor
College of
Medicine

RESIDENTS AND CLINICAL POSTDOCTORAL FELLOWS

Hello, I'm
alex[®]

Alex is your virtual BCM Benefits Counselor! He is the host of an interactive conversation that guides you through the process of learning about your benefits. The experience is:

- Highly interactive, engaging, made by video game developers
- Funny and Alex speaks in plain English—no insurance jargon
- Personalized and customized for each employee
- Like a real conversation—with a benefits expert
- Can be accessed anytime, anywhere there is an internet connection
- Totally anonymous

IMPORTANT: Alex just teaches you about your benefits - he does NOT enroll you!

YOU MUST LOG INTO MY BAYLOR BENEFITS (WEX) TO ENROLL!

Alex will assist you with everything from learning about a best-fit medical plan option to calculating life insurance you might need. Don't know what FSA, HSA or LTD means? After five minutes, you'll be out of the dark. Dental insurance? 403(b)? Disability? Alex can help!

www.myalex.com/bcm/2024

CORE BENEFITS

The following Core Benefits are provided to eligible trainees at no cost. Additional information about these benefits is located on the BCM InTouch intranet > Services/Resources > Business Administrative > Human Resources > Benefits > Benefit Programs > Benefits at a Glance page.

Adoption Assistance

Baylor provides adoption assistance reimbursement not to exceed \$3,000 per child for expenses related to adoption agency and placement fees, attorney fees and court costs, immunizations relating to international adoption and reasonable and necessary travel expenses. There is a lifetime maximum of two (2) adoptions per household.

Basic Life Insurance

Baylor provides two times your base annual salary including applicable fee income (rounded up to the nearest \$1,000) to a maximum of \$125,000. Life insurance benefits are payable as a result of death from most causes.

Basic Accidental Death & Dismemberment Insurance (AD&D)

Baylor provides one times your base annual salary including applicable fee income (rounded up to the nearest \$1,000) to a maximum of \$1,000,000. AD&D benefits are paid if you die, sustain a dismembering injury, or lose the use of limbs, sight, or hearing as the result of an accident.

Bright Horizons Care Advantage

Bright Horizons provides backup care for healthy dependent children and mildly ill or recuperating children, adults, and elders. Twenty days of center-based or in-home care are available per employee, per academic year (July 1 – June 30) for a small copay. Bright Horizons provides center-based backup childcare for healthy dependent children between the ages of 6 weeks through 12 years when regular childcare arrangements break down.

Employee Assistance Program (EAP)

Optum EAP provides professional, confidential counseling to you and your family members for a wide range of issues including emotional distress, marital problems, alcohol/drug abuse, and interpersonal and family problems.

Financial Coaching by Ayco

Ayco provides services through financial coaching to help employees develop a comprehensive financial plan and goals.

House Staff Psychiatric Counseling Service

The Psychiatric Counseling Service provides confidential, free counseling to you and your spouse/domestic partner for a wide range of issues including emotional distress, marital problems, alcohol/drug abuse and interpersonal and family problems.

Long Term Disability (LTD)

Baylor provides disability coverage should you become seriously ill or sustain a serious injury requiring your absence from work for more than 180 days. If your claim is approved, LTD benefits provide 60 percent of your base monthly earnings including applicable fee income up to a maximum monthly benefit of \$32,000.

Short Term Disability (STD)

Baylor provides STD coverage for you in the event you become ill or sustain an injury. Once you miss work for 30 consecutive calendar days due to illness or injury including pregnancy and you are approved for benefits, this plan provides you with 60 percent of your pay up to a \$750 per week maximum. This program's premium is paid by Baylor and any benefit received by you is taxable income. Coverage is subject to the approval of the insurance company and could be denied.

Paid Time Off (PTO)

Paid Time Off (PTO) – Baylor provides 9 days of paid time off each academic year. The days must be used for special circumstances and any requests are approved at the Program Director's discretion.

Sick Pay

Baylor provides replacement of your salary in the event of short-term illness or injury of yourself or an immediate family member. You are entitled to 14 days of paid sick time each academic year. No more than 10 days per calendar year can be used for an immediate family member.

Vacation Pay

Residents and Fellows are eligible for 21 days of vacation time per academic year. Vacation days used during the course of the year are deducted from the bank of days.

BeWell by BCM Well-Being

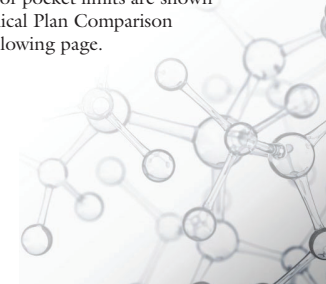
Baylor's award-winning wellness program, BCM BeWell, offers employees educational opportunities, healthy eating and fitness center discounts, fun and exciting challenges, biometric screenings, an interactive wellness portal, and much more!

HEALTHCARE CHOICES & COSTS

Baylor College of Medicine's Comprehensive Medical Plan offers one medical option for Baylor Residents and Clinical Postdoctoral Fellows. This option is administered by UnitedHealthcare (UHC) and utilizes the Choice Plus network of health care providers. Baylor offers an enhanced custom network made up of certain Baylor St. Luke's physicians (BCN) and facilities. This enhanced BCN network provides lower copays and higher coinsurance levels. A list of participants is located on the Human Resources - Benefits intranet page. **The Affordable Care Act requires a social security number for ALL dependents enrolled in the medical plans offered by Baylor.**

ResidentCare PPO Option

- The ResidentCare PPO Option utilizes a network of physicians at special negotiated rates. Choice Plus network provider information is available online at www.myuhc.com, or you can call 1.877.BAYLOR1 (1.877.229.5671).
- Baylor offers an enhanced custom network made up of certain Baylor St. Luke's physicians (BCN) and facilities. This enhanced BCN network provides lower copays and coinsurance levels. A list of participants is located on the Human Resources - Benefits intranet page.
- You can go to any physician or medical facility for services in a PPO regardless of whether they are in or out-of-network. Your annual deductible, copayment levels, and annual out-of-pocket maximum will be affected by whether or not you use a network physician or medical facility.
- There is a deductible if you use a PPO network facility or hospital. The deductible does not apply to physician office visits; however, a copay is required.
- There is a lower copay to see certain Baylor or St. Luke's physicians or facilities (BCN).
- Infertility treatment and testing MUST occur at the Baylor Family Fertility Center or a UHC Center of Excellence. The lifetime maximum for Infertility Testing & Treatment is \$15,000 (medical) and \$3,500 (pharmacy).
- Emergency room (ER) treatment within the network is subject to a copay, and the remaining expenses are paid at 90 percent for the UHC Choice Plus network or 95 percent for the BCN network after your deductible is met until you reach your out-of-pocket maximum.
- Any covered services provided in an in-network Urgent Care or Convenience Care facility will be subject to a copay.
- Copays do not apply toward the deductible, including copays for prescription drugs and visits to physicians, Urgent Care facilities, or ERs.
- Medical and prescription drug copays, coinsurance and deductible payments apply toward the out-of-pocket maximum. For example, if you are required to pay 10 percent of the network medical expense, that dollar amount will go toward satisfying your annual out-of-pocket maximum.
- Any service provided in a PPO network physician's office including charges for office visits, treatment, and testing will be subject to a copay (copay based on Primary Care or Specialist services).
- Virtual office visits are available for non-emergency conditions like flu, cold, pink eye rashes and fever. The cost is your normal PCP copay in the UHC network. Virtual visits does not include coverage for behavioral health.
- If you select a physician outside the Choice Plus network or the BCN network (out-of-network), your expenses are subject to a larger deductible, and negotiated rates are paid at a 50 percent coinsurance rate.
- When you reach your annual out-of-pocket maximum, negotiated rates are paid at 100 percent for the remainder of the calendar year. Specific out-of-pocket limits are shown on the 2024 Medical Plan Comparison located on the following page.



HEALTHCARE CHOICES & COSTS

ResidentCare PPO Option (CONTINUED)

Medical Plan		You Pay		Baylor Pays	Total Monthly Cost
		Semi-Monthly	Monthly	Monthly	
Resident Care PPO	Individual Only	\$0	\$0	\$638.72	\$638.72
	Individual + Spouse	\$183.73	\$367.46	\$1,507.49	\$1,874.95
	Individual + Child(ren)	\$136.51	\$273.02	\$1,308.55	\$1,581.58
	Individual + Family	\$244.26	\$488.51	\$1,929.66	\$2,418.17

* If you are providing coverage for your domestic partner who is not a tax dependent, the portion of the premium relating to your domestic partner will be deducted on an after-tax basis and the remaining balance of the premium will be paid on a pre-tax basis. Contact HR-Benefits at 713.798.1500 or ask-residentcare@bcm.edu if you have additional questions.

INSURANCE TERM GLOSSARY

Coinsurance percent of expense you pay

Convenience Care Facility health care clinics located in retail stores, supermarkets, and pharmacies that treat minor illnesses and provide preventive health care services (i.e., CVS Minute Clinic, and Walgreens Healthcare Clinic, etc.)

Copay fee you pay for specific services in plan

Deductible amount you pay before the Plan begins to pay

Emergency Care care provided due to acute life-threatening situations including excessive bleeding, chest pains, loss of consciousness

In-network services you receive from physicians/hospitals within the network (fees have been discounted)

Newborn Care any claim for a newborn that experiences health issues (including jaundice) will not be processed until the baby is added as your dependent within 60 days of birth

Out-of-network services you receive from a physician or hospital outside the network (you pay retail for these services) and charges are subject to negotiated rates

Out-of-pocket how much you pay before the Plan begins to pay 100% of claims for the remainder of the calendar year

PCP a Primary Care Physician (PCP) is a medical doctor who provides both the first contact for a person with an undiagnosed health concern as well as continuing care of varied medical conditions (All doctors consisting of Family Practice, General Practice, Internal Medicine, and Pediatrics.)

Urgent Care Facility a facility used to treat patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an emergency room

MEDICAL PLAN OPTIONS COMPARISON CHART

Baylor Custom Network(BCN) = Baylor St. Luke's | UHC Network = UnitedHealthcare Network

Services	In-Network	Out-of-Network																											
ANNUAL MAXIMUM	No annual maximum																												
ANNUAL DEDUCTIBLE	\$150 per person/\$450 per family	\$350 per person/\$1,050 per family																											
ANNUAL OUT-OF-POCKET MAX Includes deductible, medical & Rx copays	\$1,500 per person/\$4,500 per family	\$7,500 per person/\$22,500 per family																											
AMBULANCE SERVICE	Plan pays 90%	Plan pays 90%																											
ANCILLARY SERVICES Such As: Radiology, Pathology, Anesthesiology, Laboratory, X-Ray	Plan pays 90% after deductible	Plan pays 50% after deductible																											
CHIROPRACTIC MANIPULATION	Plan pays 90% after deductible	Plan pays 50% after deductible																											
	Limited to 35 visits per calendar year																												
NEW - VIRTUAL OFFICE VISITS WILL HAVE THE SAME COPAY AS IN-PERSON OFFICE VISITS.																													
OFFICE VISIT - BCN NETWORK*	\$15 copay	N/A																											
OFFICE VISIT/VIRTUAL OFFICE VISIT - UHC NETWORK	\$25 copay	Plan pays 50% after deductible																											
SPECIALIST - BCN NETWORK*	\$15 copay	N/A																											
SPECIALIST - UHC NETWORK	\$25 copay	Plan pays 50% after deductible																											
DURABLE MEDICAL EQUIPMENT*	Plan pays 90% after deductible	Plan pays 50% after deductible																											
	Pre-authorization required for any item more than \$1,000.																												
EMERGENCY ROOM CARE - BCN NETWORK*	Plan pays 95% after you pay \$75 copay and deductible Emergency care copay waived if admitted	Plan pays 90% after you pay \$75 copay and deductible Emergency care copay waived if admitted																											
EMERGENCY ROOM CARE - UHC NETWORK Acute Life-Threatening Situations/Excessive Bleeding/ Chest Pains/Loss of Consciousness	Plan pays 90% after you pay \$75 copay and deductible Emergency care copay waived if admitted	Plan pays 90% after you pay \$75 copay and deductible Emergency care copay waived if admitted																											
HOME HEALTH CARE*	Plan pays 90% after deductible	Plan pays 50% after deductible																											
	Limited to 60 visits per calendar year.																												
HOSPICE CARE	Plan pays 90% after deductible	Plan pays 50% after deductible																											
	Limited to 6 months total/maximum of 30 days inpatient/\$25,000 lifetime maximum																												
HOSPITAL STAY - BCN NETWORK*	Plan pays 95% after \$100 hospital copay and deductible	N/A																											
HOSPITAL STAY - UHC NETWORK*	Plan pays 90% after \$100 hospital copay and deductible	Plan pays 50% after \$250 hospital copay and deductible																											
NEWBORN CARE - BCN NETWORK*	Plan pays 95% after deductible	N/A																											
	Charges will not be covered unless newborn is enrolled within 60 days of birth. Contact Benefits at 713.798.1500.																												
	Plan pays 90% after deductible	Plan pays 50% after deductible																											
NEWBORN CARE - UHC NETWORK*	Charges will not be covered unless newborn is enrolled within 60 days of birth. Contact Benefits at 713.798.1500.																												
OUTPATIENT SURGERY - BCN NETWORK*	Plan pays 95% after \$100 hospital copay and deductible	N/A																											
OUTPATIENT SURGERY - UHC NETWORK*	Plan pays 90% after \$100 hospital copay and deductible	Plan pays 50% after \$250 hospital copay and deductible																											
THERAPY Physical/Cardiac/Speech Pulmonary/Occupational	Plan pays 90% after deductible	Plan pays 50% after deductible																											
	60 visits per condition annually (limits apply). See SPD for details.																												
PRESCRIPTION DRUGS Brand name drugs covered only when prescribed and specified in writing by a physician	<table border="1"> <thead> <tr> <th>Copay</th> <th>Short-term 30-day supply (retail)</th> <th>Mail-order 90-day supply*</th> </tr> </thead> <tbody> <tr> <td>Tier 1 (generic)</td> <td>\$10</td> <td>\$20</td> </tr> <tr> <td>Tier 2 (preferred)</td> <td>\$25</td> <td>\$50</td> </tr> <tr> <td>Tier 3 (non-preferred)</td> <td>\$50</td> <td>\$100</td> </tr> <tr> <td>Specialty</td> <td></td> <td>N/A</td> </tr> <tr> <td>Tier 1 (generic)</td> <td>\$100 copay</td> <td></td> </tr> <tr> <td>Tier 2 (preferred)</td> <td>\$150 copay</td> <td></td> </tr> <tr> <td>Tier 3 (non-preferred)</td> <td>\$225 copay</td> <td></td> </tr> <tr> <td>Preventative covered at 100%</td> <td></td> <td></td> </tr> </tbody> </table>	Copay	Short-term 30-day supply (retail)	Mail-order 90-day supply*	Tier 1 (generic)	\$10	\$20	Tier 2 (preferred)	\$25	\$50	Tier 3 (non-preferred)	\$50	\$100	Specialty		N/A	Tier 1 (generic)	\$100 copay		Tier 2 (preferred)	\$150 copay		Tier 3 (non-preferred)	\$225 copay		Preventative covered at 100%			Not covered unless CVS/Caremark network pharmacy is used
Copay	Short-term 30-day supply (retail)	Mail-order 90-day supply*																											
Tier 1 (generic)	\$10	\$20																											
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Preventative covered at 100%																													
SKILLED NURSING FACILITY	Plan pays 90% after deductible	Plan pays 50% after deductible																											
	Limited to 100 days per calendar year																												
URGENT CARE FACILITY	\$25 copay*	Plan pays 50% after deductible*																											
WELLNESS BENEFIT Including but not limited to: Annual Physical, Well-Child Exam, Well-Woman Exam, Mammograms, Prostate Screening	Plan pays 100%	Plan pays 100%																											

* Refer to the BCN Network list located on the Human Resources - Benefits intranet page for more information about the providers and facilities included in the custom network.
 * All plans require pre-authorization for all out-of-network inpatient hospitalizations, inpatient chemical dependency/mental health stays, outpatient surgical procedures, home health care services, and skilled nursing services. All durable medical equipment over \$1,000 regardless of network status must be pre-authorized. Failure to pre-authorize as stated will result in a \$500 penalty. Call UnitedHealthcare at 1.877.BAYLORI (1.877.229.5671) at least 48 hours prior to the request.
 * For added convenience, 90-day mail-order prescriptions can be picked up at your local CVS pharmacy.
 * May be subject to deductible and coinsurance for ancillary services.
 * Specific drugs are paid at 100% per the Affordable Care Act and Internal Revenue Service and are available for review on the Human Resources - Benefits intranet page.

HEALTHCARE CHOICES & COSTS

Dental PPO Plan Baylor's Comprehensive Medical Plan offers one dental plan administered by UnitedHealthcare (UHC). You can choose to seek dental treatment in the UHC dental network, Dental Options PPO, or outside the network. A higher level of dental benefit coverage is provided when you use UHC dental network providers. Your annual deductible and copayments are affected by whether or not you use a network or out-of-network provider. Network provider information is available at www.myuhc.com

Service Category		In-Network	Out-of-Network
Annual Deductible for Basic & Major Services		\$50/participant \$150/family	\$100/participant \$300/family
Annual Maximum Benefit for Basic & Major Services		\$3,000/participant	\$2,000/participant
Services	In-Network You pay/Plan pays	Out-of-Network You pay/Plan pays	Description of Services
Preventative	0% / 100%	20% / 80%	<ul style="list-style-type: none"> Two oral exams and cleanings per year Bitewing X-rays: limited to two series per calendar year Two periodontal prophylaxis per year
Basic	10% / 90%	30% / 70%	<ul style="list-style-type: none"> Emergency palliative treatment Fillings Fixed space maintainers
Major	20% / 80%	50% / 50%	<ul style="list-style-type: none"> Anesthesia Crowns Inlays/Onlays Bridgework Dentures Oral Surgery* Root Canals TMJ Treatment
Orthodontia	40% / 60%*	50% / 50%*	<ul style="list-style-type: none"> Appliances and services to correct the positioning of teeth Benefit available for children through age 18 only

Dental PPO		You Pay		Baylor Pays	Total Monthly Cost
		Semi-Monthly	Monthly	Monthly	
	Individual Only	\$0	\$0	\$36.77	\$36.77
	Individual + Spouse	\$15.92	\$31.83	\$56.41	\$88.24
	Individual + Child(ren)	\$11.37	\$22.75	\$50.78	\$73.53
	Individual + Family	\$29.30	\$58.60	\$73.78	\$132.38

Voluntary Vision Care Plan Administered by Eyemed, which provides a network of thousands of optometrists, opticians, and ophthalmologists. You can seek vision care services in the vision network, Insight, or outside the network. Provider information is available to you online at www.eyemedvisioncare.com. Employees may receive enhanced benefits for exams and frames by using Plus Providers within the current network.

Service	Your Cost	Out-of-Network Reimbursement
Exam with dilation as necessary (once annually)	\$10 Copay	\$45
Frames (once every 12 months)	\$140 allowance; 80% of balance over \$140	\$70
Standard Plastic Single Vision	\$10 Copay	\$30
Bifocal	\$10 Copay	\$50
Trifocal	\$10 Copay	\$65
Standard Progressive	\$10 Copay	\$80
Premium Progressive		
Tier 1	\$30 Copay	\$80
Tier 2	\$40 Copay	\$80
Tier 3	\$55 Copay	\$80
Tier 4	\$10 Copay; 80% of charge less \$120 allowance	\$80
Contact Lenses		
Standard Exam (fit & follow-up)	Paid in full; includes fit and two follow-up visits	\$40
Premium Exam (fit & follow-up)	10% off retail price, then apply \$40 allowance	\$40
Conventional Lenses (once every 12 months)	\$140 allowance; 85% of balance over \$140	\$105
Disposable Lenses (once every 12 months)	\$140 allowance, plus balance over \$140	\$105
Medically Necessary (once every 12 months)	Paid in full	\$200
LASIK/PRK Vision Correction	15% off retail price or 5% off promotional pricing	N/A

Vision Care		You Pay		Baylor Pays	Total Monthly Cost
		Semi-Monthly	Monthly*	Monthly	
	Individual Only	\$4.54	\$9.08	N/A	\$9.08
	Individual + 1 Dependent**	\$8.62	\$17.23	N/A	\$17.23
	Individual + Family**	\$12.70	\$25.40	N/A	\$25.40

**If you are providing coverage for your domestic partner who is not a tax dependent, the portion of the premium relating to your domestic partner will be deducted on an after-tax basis and the remaining balance of the premium will be paid on a pre-tax basis. Contact HR-Benefits at 713.798.1500 or ask-insurance@bcm.edu if you have additional questions.

FSA AND OPTIONAL LIFE INSURANCE CHOICES & COSTS

Flexible Spending Accounts (FSAs)

UnitedHealthcare is the administrator for FSAs. FSAs are subject to Internal Revenue Service rules and regulations. You must plan carefully when using an FSA because if you don't use the money in your FSA, you lose it. Expenses must be incurred in 2024 and you have until March 31, 2025 to file for reimbursement. When submitting an FSA claim for reimbursement, keep proof of claim submission including fax confirmation sheet or proof of mailing from the U.S. Postal Service.

Healthcare FSA

- Set money aside before federal income and FICA taxes are withheld for reimbursement of out-of-pocket health care expenses not covered by a medical, dental, and/or vision plan.
- Health Care FSA maximum of \$3,200 on a pre-tax basis.
- Some eligible FSA expenses include your deductible, adult or children's orthodontics, Lasik surgery, copays for office visits or prescription drugs, and certain over-the-counter drugs as defined in the Patient Protection and Affordable Care Act.
- After you've made your initial contribution, if you wish you may log onto www.myuhc.com and enroll for automatic reimbursement.

Dependent Care FSA

- Set money aside before federal income and FICA taxes are withheld for reimbursement of child care and elder care expenses.
- Dependent Care FSA maximum is \$5,000 per family on a pretax basis.
- To be eligible for Dependent Care FSA reimbursement, you must be dependent upon a care provider in order to go to work.

Health Care Spending Account MasterCard

- (also used for Dependent Care expenses, if applicable)
- Provided to all employees who participate in a FSA
- Instant payment for qualified medical, prescription, dental, vision care, and dependent care expenses directly from your FSA account

Supplemental Life Insurance

See rates in table below

Life insurance coverage in addition to the Basic Life insurance benefit provided by Baylor at no cost to you (one and a half times your base annual salary).

- Choices are 1x, 2x, 3x, or 4x your base annual salary including applicable fee income up.
- Cost is based on your age.
- Rates are based on monthly cost per \$1,000 of coverage with a \$500,000 maximum (or \$1 million maximum benefit when combined with Basic Life).
- These premiums are not subject to pre-tax treatment and may increase during the calendar year due to change in age or salary.

Example: If you earn \$40,000 and are 37 years of age and you elect Supplemental Life coverage at two times your base annual salary, your amount of supplemental coverage is \$80,000 and your age factor is \$.054 per \$1,000 of coverage. Divide \$80,000 by 1,000 and multiply the result by \$.054 to calculate your monthly premium. (\$40,000 × 2 = \$80,000 ÷ 1,000 = 80 × \$.054 = \$4.32/mo.)

Dependent Life Insurance

See rates in table below

Life insurance coverage for your dependents — spouse/domestic partner and/or child(ren)

- Spouse/Domestic Partner: \$25,000 or \$50,000
- Child: \$10,000 for each eligible dependent child (through age 25); only one parent can cover child if both are BCM benefits eligible employees.
- Cost is based on your age for Spouse/Domestic Partner. \$1/month for child
- Rates are a flat monthly rate, and not subject to pre-tax treatment
- If you and your spouse are both BCM benefits eligible employees, you can't enroll your spouse for dependent life.

YOUR AGE	Under 30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70+
Supplemental Life: Cost Per \$1,000 Coverage	\$0.038	\$0.043	\$0.054	\$0.081	\$0.141	\$0.230	\$0.378	\$0.534	\$1.015	\$1.609
Dependent Life-Spouse: Monthly Cost for \$25,000 of Coverage	\$0.95	\$1.08	\$1.35	\$2.03	\$3.53	\$5.75	\$9.45	\$13.35	\$25.38	\$40.23
Dependent Life-Spouse: Monthly Cost for \$50,000 of coverage	\$1.90	\$2.15	\$2.70	\$4.05	\$7.05	\$11.50	\$18/90	\$26.70	\$50.75	\$80.45
Dependent Life-Child: Monthly Cost for \$10,000 of coverage	\$1.00									

SUPPLEMENTAL AD&D AND VOLUNTARY PROGRAMS CHOICES & COSTS

Supplemental Accidental Death & Dismemberment Insurance (AD&D)

Supplemental AD&D insurance coverage is in addition to the Basic AD&D insurance benefit provided by Baylor at no cost to you (one times your base annual salary).

- Choices are available in increments of \$100,000 up to a maximum election of \$1,000,000
- Coverage can be elected for yourself only or you and your eligible dependents
- Cost is based on the principal sum of insurance in force
- These premiums are not subject to pre-tax treatment

COVERAGE OPTION	EMPLOYEE ONLY <i>Flat Monthly Rate</i>	EMPLOYEE+ FAMILY <i>Flat Monthly Rate</i>
\$100,000	\$2.00	\$3.50
\$200,000	\$4.00	\$7.00
\$300,000	\$6.00	\$10.50
\$400,000	\$8.00	\$14.00
\$500,000	\$10.00	\$17.50
\$600,000	\$12.00	\$21.00
\$700,000	\$14.00	\$24.50
\$800,000	\$16.00	\$28.00
\$900,000	\$18.00	\$31.50
\$1,000,000	\$20.00	\$35.00
FAMILY COVERAGE	WITH CHILDREN	WITHOUT CHILDREN
SPOUSE/ DOMESTIC PARTNER	50% of Employee Coverage	60% of Employee Coverage
CHILD(REN)	\$50,000 Each Child	N/A

Voluntary Group Legal Services

- Legal services are offered at a low monthly fee for you and your eligible dependents through LegalEASE.
- Provides access to experienced attorneys to assist you by telephone or in person.
- Examples of some covered services:
 - Bankruptcy
 - Child support
 - Codicils
 - Consumer protection
 - Divorce
 - Identify theft defense
 - Living trusts
 - Living wills
 - Powers of attorney
 - Traffic ticket dismissal
 - Wills
- Cost is \$17.90 per month (\$8.95 semi-monthly).

TO ENROLL, CANCEL OR LEARN MORE

Call 1.888.416.4313 (press #1) or visit legaleaseplan.com/bcm

RETIREMENT

403(b) Tax-Deferred Investment Plan

You are automatically enrolled at 3% of your salary in this voluntary plan that allows you to save for retirement on a tax-deferred basis. You can also choose to make Roth contributions on an after-tax basis. Your contributions are automatically invested in the State Street Target Retirement Funds through Fidelity, but you may elect to invest other funds chosen by BCM for the Plan with Fidelity Investments or TIAA. You may increase/decrease contributions at any time, up to the maximum allowed by law.

Your savings and investment earnings grow tax-free until you request a distribution of your funds.

You are always 100% vested in the money that you contribute to the 403(b) plan. The full value of your 403(b) Tax-Deferred Investment Plan account balance is payable when you retire, if you become disabled or die before retirement, or when you terminate your employment.

Ayco Financial Coaching

Goldman Sachs | Ayco Personal Financial Management



KNOWLEDGE IS POWER

Ayco Goldman Sachs is a national leader in financial counseling.

- A unique approach to comprehensive financial counseling
- Pairing a digital platform with unlimited phone-based financial coaching
- Financial coaches help you develop a comprehensive financial plan focused on your goals and priorities

Coaches can help with all areas of your financial life, including:

- Tax planning
- Investment education
- Retirement planning
- Estate planning
- Debt Management (student loans, mortgages, credit)

The Ayco Company, L.P. ("Ayco"), is a subsidiary of The Goldman Sachs Group, Inc., and an affiliate of Goldman Sachs & Co. LLC, a worldwide, full-service investment banking, broker-dealer and asset management organization.

BCM BeWell - A Multidimensional Program Designed for YOU!

BCM BeWell works to educate and inspire a culture of healthy living and wellness throughout the College. Our mission is to meet you where you are in your health and well-being journey. Through our extensive network of tools and resources, we are dedicated to helping you make healthy choices and help you Live Well, Work Well, and BeWell.

BCM Well-Being
BODY • MIND • ENVIRONMENT • FINANCES • COMMUNITY

FINANCIAL ONE-ON-ONE

Finances can be tricky if you do not have the right tools. BCM BeWell will continue setting employees up for success by offering **200 BCM BEWELL POINTS** for meeting with a Fidelity or TIAA representative and **250 BCM BEWELL** Points for meeting with an Ayco coach and completing a financial assessment.



LOOKING FOR AN EASY WAY TO MONITOR HEART HEALTH? Hello Heart

Your benefits include access to HelloHeart. Employees and dependents with high blood pressure and/or taking blood pressure medication are eligible to enroll. When you sign up, you'll receive a free FDA-approved Bluetooth blood pressure monitor as part of your comprehensive heart health program.



PARTNER PROGRAMS

- Camp Gladiator
- Fitness Center Discounts
- Reason2Race
- Maternity Management
- Real Appeal
- WW
- BCM Well-Being Center

BEWELL TOGETHER

Your spouse or domestic partner is invited to participate in the BCM BeWell portal, Vitality! Together, you can complete healthy activities that fit your lifestyle, earn points for each activity achieved and get rewarded!

Register today at www.powerofvitality.com

REAL APPEAL is an online weight-loss program available at no cost if you, your spouse or adult dependent are enrolled in a Baylor health plan option offered through UnitedHealthcare. The step-by-step online program offers a coach who will lead online meetings to help you lose weight by building healthy habits over time. You will receive tools to track food, activity and weight loss progress in addition to recipes, workout videos and more!

WORK-LIFE PROGRAMS

Employee Assistance Program (EAP)

The Employee Assistance Program from Optum EAP offers access to free, convenient, and confidential services, including counseling with a licensed mental health professional. Some of the issues that the EAP can offer services for include:

- Alcohol and drug problems
- Anger management
- Work conflicts
- Relationship Issues
- Financial counseling
- Legal services
- Illness/death of loved ones
- Parenting concerns
- Stress, anxiety, and depression

Optum EAP is here to help you and your family get the most out of life with up to three sessions with an experienced consultant for each issue or problem every calendar year. **Contact Optum EAP at 1.800.622.7276**

Bright Horizons

BACK-UP CHILD AND ADULT/ELDER CARE High-quality, low-cost replacement care for your child in your home or in a center; in-home care for qualified dependents anywhere in the U.S. any time you need an extra hand.

Benefits-eligible employees can access up to 20 days/child or adult family member per academic year (July 1 – June 30) of family care when regular arrangements fall through. Get immediate access to care support at subsidized rates; center-based child care is \$15/child or \$25/family; in-home care for children or adult/elder dependents is \$6/hour.

NANNIES, ELDER CARE, PET CARE, AND MORE Free access to a database of nannies and sitters for evening and weekend care, elder care resources, and pet sitters. Also get preferred enrollment access and discounts for regular center-based child care.

BRIGHT HORIZONS DEPENDENT ELIGIBILITY INFORMATION Bright Horizons back-up and elder care services are intended for use during scheduled work hours when you are expected to be working.

Dependents under Age 26

A dependent under age 26, for purposes of the Bright Horizons Program, is defined as:

- your natural child or your domestic partner's child
- your stepchild
- your legally adopted child
- a child placed with you for adoption or foster care or,
- a child for whom you are the legal guardian.

Dependents Age 26 and older

A dependent age 26 or older, for purposes of the Bright Horizons Program, is defined as:

- your adult child (who is permanently physically or mentally disabled and who remains permanently disabled and dependent upon you for support)
- your spouse/domestic partner or,
- your adult/elder relatives such as parents, parents-in-law, grandparents and siblings.

COLLEGE COACH Through interactive online webinars, this program helps you and your children prepare, develop and adopt constructive learning and working habits for a lifetime of success in school. This program also provides access to webinars to help parents save for college and counseling services for high school students applying to and selecting colleges.

- New hires: Use BCM as your first-time code to register at <https://passport.getintocollege.com/CorpPasscode>
- Existing employees: If you are already registered for Bright Horizons Back-Up Care, sign in using your Back-Up Care username and password.

REGISTER AT NO COST

<https://clients.brighthouse.com/bcm>
USERNAME: BCM | PASSWORD: Benefits4You (case sensitive)

OR CALL

877.BH.CARES (242.2737)

House Staff Psychiatric Counseling Service

The Psychiatric Counseling Service provides confidential, free counseling for you and/or your spouse/domestic partner. Consultation, counseling, brief psychotherapy and crisis intervention for 8 to 12 sessions is provided free of charge by a faculty member of the Baylor Department of Psychiatry. If you and/or your spouse/domestic partner are interested in obtaining counseling, you should contact the Psychiatric Counseling Service at 713.798.4881.

Pet Insurance

For about \$1 a day, your pets can have nose-to-tail coverage for everything from shots to surgeries. Plus, you're free to use any vet, anywhere. Plans are available for dogs, cats, birds and exotic pets.

As a Baylor employee, you are eligible for a five percent discount on coverage for your pets.* Premiums are paid through payroll deduction. You may enroll, change plans, or discontinue coverage at any time during the year.

Visit www.petinsurance.com/bcmedu or call 877.738.7874 for more information and to get a no-obligation quote.

**Discount applies to base medical or wellness plans only.*

BAYLOR EMPLOYEE DISCOUNTS

- The Office of Communications and the Office of Human Resources have secured discounts for the Baylor College of Medicine community. A range of ongoing offerings, grouped by categories for convenience, is available in the right-hand navigation of the Baylor Employee Discounts site (<https://intouch.bcm.edu/sites/perks-and-discounts/SitePageModern/2280/perks-anddiscounts>). Providers include:
 - AAA Texas
 - AT&T/Verizon
 - Bank of America
 - Dell Computers
 - Dignity Memorial Funeral Services
 - Honey Baked Ham
 - Kidventure
 - Moody Gardens
 - The Houston Zoo, and many more.
- In addition, a number of short-term, seasonal or one-off, specials will be posted when available.
- Questions? Email pa@bcm.edu or ask-worklife@bcm.edu.

BAYLOR EMPLOYEE DISCOUNTS

Social Security

Social Security is financed by FICA payroll taxes and is paid by both you and Baylor. The maximum is adjusted annually.

Unemployment Compensation

Your employer reports your wages to the Texas Workforce Commission. If you become unemployed, you may be eligible for unemployment benefit payments. The Texas Workforce Commission determines your eligibility for benefits as well as the amount to which you are entitled. Baylor pays the full cost of this insurance protection.

Worker's Compensation

This insured program provides benefits in the event you become injured or ill during the course of your work. You are covered by Workers' Compensation from the date you are hired for medical, disability, dismemberment, occupational diseases, and death benefits. The cost of this program is paid by Baylor.

CONTACT US

HUMAN RESOURCES - BENEFITS OFFICE



713.798.1500
Dial 7 to speak with the next available benefits representative

GENERAL BENEFITS
ask-insurance@bcm.edu

RETIREMENT
ask-retirement@bcm.edu

BCM WELL-BEING
wellness@bcm.edu

IN PERSON
Fannin Tower
6624 Fannin St., Suite 1800
Houston, TX 77030

The materials provided during Open Enrollment serve as a summary of information and outlines material modifications to the benefit programs described in the official Summary Plan Descriptions, Summary of Benefit Coverage, Certificates of Coverage and other plan documents. If there is a conflict between any written or oral statement, the plan documents will govern in all cases. These documents and other federally required notices can be found on BCM InTouch at <https://intouch.bcm.edu/sites/benefits/sitepagemodern/69306/benefits>. The information contained in these documents supersedes and replaces all previous material you may have received. It is important that you are familiar with these documents because they advise you of the details of the coverage and your rights and obligations as an active or terminated employee. These documents also provide information regarding benefit coverage during leaves of absence, documentation required when you have a change in status, as well as various other examples and administrative information. If you are unable to access the BCM Intranet, the Human Resources - Benefits Office can send a hardcopy document to you via intra-institutional mail or regular mail to your home address of record at your request. BCM reserves the right to change or terminate these benefit plans at any time.

Human Resources & Benefits

VENDOR CONTACT INFORMATION

RESIDENTS AND CLINICAL POSTDOCTORAL FELLOWS

Baylor
College of
Medicine

BCM HR - Benefits

General benefit inquiries

*Alex Interactive Benefits
Counselor (Do not use IE)*
www.myalex.com/bcm
Benefits Intranet webpage:
https://intouch-cms.bcm.edu/sites/benefits

713.798.1500

ask-residentcare@bcm.edu
ask-retirement@bcm.edu

Ayco Financial Counseling

Free one-on-one financial counseling service

1.866.487.9446

www.ayco.com/login/bcm

BCM HR - Employee Relations

BCM Policies

713.798.4346

employeeerelations@bcm.edu

Resident Counseling Service

Personal and family counseling for Residents & Clinical Postdoctoral Fellows

713.798.4881

Bright Horizons Family Solutions & College Coach

Backup care for well-children; mildly ill or recuperating children and adults; elder care; and pet care.

1.877.242.2737

https://clients.brighthorizons.com/bcm

New users:

User Name: BCM

*Password: Benefits4You
(case sensitive)*

CVS Caremark Customer Service

ResidentCare PPO

1.877.226.2693

English: www.caremark.com

Español: espanol.caremark.com/wps/portal

Employee Assistance Program Provided By

Optum Live and Work Well

*Personal and Family
Counseling*

1.800.622.7276

EyeMed Vision Care Plan

Vision plan inquiries

Customer service:

1.866.723.0513

General information:

1.866.723.0596

www.eyemedvisioncare.com

Fidelity Investments

403(b)

1.800.343.0860

www.netbenefits.com/bcm

Texas Medical Center Branch
6550 Fannin Street
Scurlock Tower, Suite 200
1.800.418.6821

Graduate Medical Education (GME)

713.798.5928

ask-gme@bcm.edu

International Services Office

713.798.4604

F-1 Students, H-1B Workers, J-1/J-2 Exchange Visitors, O1s, TNs, EAD Visitors, Visitor Observers, Elective Students, and U.S. Permanent Residency

LegalEASE

Voluntary Group Legal Plan

1.888.416.4313 press #1

www.legaleaseplan.com/bcm

Nationwide Pet Insurance

1.877.738.7874

www.petinsurance.com/bcmedu

Teachers Insurance & Annuity Association (TIAA) 403(b)

1.800.842.2776

www.tiaa.org/baylormedicine

UnitedHealthcare

www.welcometouhc.com/bcm

**1.877.BAYLOR1
(2295671)**

ResidentCare PPO
(Group 708687)

Medical: **1.866.317.6367**

Dental PPO (Group 708687)
1.877.816.3596

Flexible Spending Accounts
(Group 704431)
1.877.311.7849

*If Health Spending Card is
lost or stolen, contact Optum
Health for a replacement card at
1.866.755.2648*

UNUM

Group Short Term Disability Insurance

1.800.858.6843

*With general or
claims questions.*
www.unum.com

You may not always have your plan ID card handy when you need to access services or verify plan benefits. The information below has been compiled for you to present to your provider, physician's office, or pharmacy when you do not have your plan ID card.

UnitedHealthcare			
	GROUP NUMBER	VERIFICATION OF BENEFITS AND OTHER INQUIRIES	CLAIMS
Medical* (ResidentCare PPO)	708687	1.877.BAYLOR1 (2295671)	PO Box 30555 Salt Lake City, UT 84130-0555
Dental* (ResidentCare Dental PPO)	708687	1.877.816.3596	PO Box 30567 Salt Lake City, UT 84130-0567
Flexible Spending Account	704431	1.877.311.7849	PO Box 981506 El Paso, TX 79998-1506

*Instructions to print a temporary UHC ID Card can be found on the HR-Benefits page:
<https://intouch-cms.bcm.edu/sites/benefits/SitePageModern/76497/temporary-identification-id-card-request>

CVS Caremark Prescription Drug Vendor					
	BIN NUMBER	PLAN CODE	GROUP CODE	CUSTOMER SERVICE	CLAIMS
Prescription Medication	004336	ADV	BMERX	1.877.226.2693	Caremark Claims Dept. PO Box 52196 Phoenix, AZ 85072-2196

EyeMed Vision Care			
	VERIFY ELIGIBILITY	LOCATE A PROVIDER	WEBSITE
Vision	1.866.723.0513	1.866.723.0596 Monday-Saturday 8 a.m. to 11 p.m. EST Sunday 11 a.m. - 8 p.m. EST	www.eyemedvisioncare.com



Baylor College of Medicine Short Term Disability Insurance Plan Highlights Policy Number 403817

Who is eligible?	You are eligible for short term disability coverage if you are a full-time resident or clinical post doctoral fellow in active employment working a minimum of 30 hours per week.
What is my weekly benefit amount?	If you meet the definition of disability, you could receive a weekly benefit equal to 60% of your weekly earnings, to a maximum of \$750 per week.
How long do I have to wait to receive benefits?	The elimination period is the length of time you must be continuously disabled before you can receive benefits. If your disability is the result of a covered injury or sickness, you could begin receiving short term disability benefits after 30 days.
When would I be considered disabled?	<p>You are disabled when Unum determines that, due to sickness or injury:</p> <ul style="list-style-type: none"> • You are limited from performing the material and substantial duties of your regular occupation;* and • You have a 20% or more loss in weekly earnings due to the same sickness or injury. <p>You must be under the regular care of a physician in order to be considered disabled. The loss of a professional or occupational license or certification does not, in itself, constitute disability.</p> <p>*Unum will evaluate your occupation based on how it is normally performed in the national economy, not how work is performed for a specific employer, at a specific location, or in a specific region.</p>
How long will my benefits last?	As long as you continue to meet the definition of disability, you may receive benefits for 22 weeks.
When is my coverage effective?	If you were eligible on or before 7/1/2014, your effective date of coverage is 7/1/2014. If you became eligible after this date, please contact BCM Human Resources Department for your effective date or email Ask-ResidentCare@bcm.edu.
What if I am out of work when the coverage goes into effect?	Insurance will be delayed if you are not in active employment because of an injury, sickness, temporary layoff, or leave of absence on the date that coverage would otherwise become effective.
Can my benefit be reduced?	Your disability benefit may be reduced by deductible sources of income and any earnings you have while disabled. Deductible sources of income may include such items as disability income or other amounts you receive or are entitled to receive under: state compulsory benefit laws; automobile liability; legal judgments and settlements; certain retirement plans; and other group or association disability programs or insurance. Benefits paid by an individual disability plan will not reduce benefits paid under this plan.



Can I receive rehabilitation and return-to-work services?	If you are deemed eligible and are participating in the program, Unum will pay an additional benefit of 10% of your gross disability payment, to a maximum of \$250 per week.
Are my benefits taxed?	Since BCM is paying your premiums, your benefits will be taxed.
What is not covered?	Benefits would not be paid for disabilities caused by, contributed to by, or resulting from: <ul style="list-style-type: none"> • War, declared or undeclared or any act of war; • Active participation in a riot; • Intentionally self-inflicted injuries; • Loss of professional license, occupational license or certification; • Commission of a crime for which you have been convicted; • Any period of disability during which you are incarcerated;
When does my coverage end?	Your coverage under the policy ends on the earliest of: <ul style="list-style-type: none"> • The date the policy or plan is cancelled; • The date you no longer are in an eligible group; • The date your eligible group is no longer covered; • The last day of the period for which you made any required contributions; • The last day you are in active employment except as provided under the covered layoff or leave of absence provision. <p>Please see your BCM Human Resources Department for further information on these provisions or email Ask-ResidentCare@bcm.edu.</p> <p>Unum will provide coverage for a payable claim which occurs while you are covered under the policy or plan.</p>

You are considered in active employment, if on your effective date of coverage, you are being paid regularly by BCM for the required minimum hours each week and you are performing the material and substantial duties of your regular occupation.

This information is not intended to be a complete description of the insurance coverage available. The policy or its provisions may vary or be unavailable in some states. The policy has exclusions and limitations which may affect any benefits payable. For complete details of coverage and availability, please refer to Policy Form C.FP-1 et al, or contact your Unum representative.

Underwritten by Unum Life Insurance Company of America, Portland, Maine

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EN-1781 (10-13) FOR RESIDENTS/FELLOWS Rev. 3.15.22 JH

BCM GME Trainee Onboarding Requirements

Included below is a listing of all the onboarding requirements you will need to complete in a packet sent to you from MedHub in April of the year you will join BCM (example April 2025 for a July 2025 start date). The referenced forms are not included, just an overview of what will be required of you.

1. **GME Resident/Fellow Physician Application – Due Mid-April**
 - a. Medhub online dynamic form (includes basic demographic information, contact information, prior training history, education history, etc.)
 - b. For your Medical School Graduation Date, ensure you are recording the date listed on your official diploma or transcript.
 - c. For FOREIGN MEDICAL SCHOOL GRADUATES, please check the box "I have an ECFMG License number". This will allow you to input your license number and issue date.

2. **New Hire Contract – Due Mid-April**
 - a. Your new hire contract signing is done directly through your onboarding package in MedHub. This contract and the physician's application should be done as soon as you receive your packet as both requirements are needed to process your record with Human Resources to begin the behind-the-scenes process of your record.

3. **Acknowledgement of Receipt of Privacy Notice (HIPAA)**

4. **BCM ID Badge (Photo Upload Request)**
 - a. REQUIREMENTS FOR BADGING PHOTO (sample photo is attached for your reference):
 - i. Solid white background (no photoshop)
 - ii. Forward-facing photo, no shoulder tilt
 - iii. ONLY shoulders and up is needed for the photo
 - iv. Please do not be too far or too close to the camera

Your photo will be rejected if qualifications are not met. If you have not submitted a photo prior to the week of your orientation date, you will take a picture upon arrival with the badging office - in person.

5. **Professional Photo (Passport-style)**
 - a. As part of your incoming paperwork, you will need to upload a professional, passport-style color photo. This photo will be used for your MedHub profile.

6. **BCM Self-Insurance Program Description (requirement to read and review only – also provided in this PDF of materials for review)**

7. **Castle Branch Background Check**
 - a. Click on the link to download the instructions on how to process your background check. Once you have your results, please upload a copy. DO NOT upload the confirmation email or the pending results page.
 - b. **Only** upload the file once CastleBranch has gotten the results back to you.

8. Castle Branch Drug Screening Test

- a. Please upload a copy of your drug screen results in the field provided. Once you have your results, please upload a copy. DO NOT upload the confirmation email or the pending results page.
- b. **Only** upload the file once CastleBranch has gotten the final results back to you.
- c. If you are on a prescription medication that has amphetamines in it, please provide a doctor's note or proof of the prescribed prescription with your results (pharmacy order for example).

9. Dean's Verification of Pending Graduation

- a. Please click on the link to download the document. Once fully filled out and stamped by your medical school you can upload this to medhub yourself.
- b. This document is intended for **CURRENT medical school students who are in anticipation of graduation. If you are an incoming PGY 1 and already have received your official medical school diploma and transcript, this request can be waived by contacting ask-gme@bcm.edu.**
- c. In the interim, your Deans Verification of Pending Graduation will be accepted as a placeholder for your Medical School Diploma and final transcript.

10. IHI Modules/Basic Certificate in Quality and Safety (Separate from BCM LMS Modules)

- a. Please follow the attached instructions to complete your IHI Modules. The last page (page 3) will list the BCM Required Modules. They are also listed out here below.
 - i. QI 101: Introduction to Health Care Improvement
 - ii. QI 102: How to Improve with the Model for Improvement
 - iii. QI 103: Testing and Measuring Changes with PDSA Cycles
 - iv. QI 104: Interpreting Data: Run Charts, Control Charts, and Other Measurements Tools
 - v. QI 105: Leading Quality Improvement
 - vi. TA 101: Introduction to the Triple Aim for Populations
 - vii. L 101: Introduction to Health Care Leadership
 - viii. PS 101: Introduction to Patient Safety
 - ix. PS 102: From Error to Harm
 - x. PS 103: Human Factors and Safety
 - xi. PS 104: Teamwork and Communication in a Culture of Safety
 - xii. PS 105: Responding to Adverse Events PFC 101: Introduction to Patient-Centered Care
- b. The student version is fine to use as it is free of cost. To select this, please choose: Student: as your primary role. If you have already completed IHI Modules in the past, we will accept 2020-2025 certificates, anything prior to 2020 will not be accepted.
- c. When completed, please upload proof via 1 of 2 methods:
 - i. FINAL certificate which is labeled as "Open School Basic Certificate". The certificate will read "In recognition of successful completion of the basic curriculum comprising 17.75 or 18 hours of online learning in the areas of

"IMPROVEMENT CAPABILITY, PATIENT SAFETY, LEADERSHIP, PERSON- AND FAMILY-CENTERED CARE, AND TRIPLE AIM FOR POPULATIONS".

- ii. Individual Certificates showing completion of each individual module. Please combine them all into 1 file to upload.
- d. For technical difficulties accessing this document, please check your pop-up blocker and security settings to allow this document to download. Also, you can reach IHI at (866) 787-0831 or info@ihi.org.
- e. Helpful Guide on printing your certificate:
<https://my.ihi.org/portal/content/knowledge/claiming-credits.aspx>

11. Occupational Health Program – Immunizations

- a. Click on the link to download the document and upload it into MedHub once complete.
- b. The Occupational Health Program's team will review within MedHub.
- c. Please contact Occupational Health for any questions or concerns.
 - i. Phone: 713-798-7880
 - ii. Email: ohp@bcm.edu

12. Occupational Health Program- Respirator Questionnaire for TB mask

- a. Click on the link to download this form to complete and upload your completed document and upload it into MedHub once complete.

13. Orientation Benefits

- a. For this section, you will find an overview of Resident/Fellow Benefits from our Benefits Team.
- b. NOTICE: BENEFIT ELECTIONS CAN BE MADE BEGINNING ON YOUR OFFICIAL START DATE. PLEASE NOTE THAT YOU ARE AUTOMATICALLY ENROLLED INTO THE MEDICAL AND DENTAL PLANS FOR INDIVIDUAL COVERAGE ONLY. YOU WILL HAVE 30 DAYS FROM YOUR OFFICIAL START DATE TO MAKE ADDITIONAL SELECTIONS AND DEPENDANT ELECTIONS.
- c. Contact ask-residentcare@bcm.edu or 713-798-2457 with questions.

14. Orientation LMS Modules

- a. THIS CANNOT BE DONE TILL YOU RECIEVE YOUR WELCOME EMAIL from Success Factors- END OF MAY.
- b. On your MedHub instructions you'll see to copy and paste the link into your web browser to complete the required BCM modules. *(Modules are listed out below, but are subjective to change)*
 - i. SB 212: Mandatory Reporter Training
 - ii. DOI Policy Training (this will not be able to be completed till your start date and that is fine)
 - iii. Multi-Factor Authentication (MFA)
 - iv. BCM General Compliance Education (HIPAA, Code of Conduct and FWA)
 - v. BCM Social Media Policy
 - vi. Building Supportive Communities: Clery Act and Title IX

- vii. Confidentiality Orientation
 - viii. Workers' Compensation Orientation
 - ix. Security Orientation
 - x. Hazard Communication and Fire Safety
 - xi. Employee Relations Orientation
 - xii. Bloodborne Pathogens
 - xiii. Personal Protective Equipment Training (Video)
 - xiv. GME: N-95 Environmental Safety
 - xv. Resident and Fellow Safety Orientation
 - xvi. Resident/Fellow Annual Module: UME (Medical Students)
 - xvii. GME Trainee IT Orientation
 - xviii. GME Orientation (Compliance Overview)
 - xix. Trainee Orientation: EMTALA
 - xx. Understanding Unconscious Bias
 - xxi. PAPR for Airborne and Contact Precautions
 - xxii. Handwashing Tips
 - xxiii. 2021 CMS Training
 - xxiv. N-95 for Airborne and Contact Precautions
 - xxv. Code of Conduct (FULL)
 - xxvi. Defining the Players /Learning the Healthcare language
 - xxvii. Trainee Orientation: Blood Transfusion Safety & Change in Status
 - xxviii. Trainee Orientation: Fire Safety Education
 - xxix. Introduction to Evaluation and Management (E&M) Services
 - xxx. Documenting Medical Decision Making (MDM)
 - xxxi. Documenting the Exam
 - xxxii. Documenting the History
 - xxxiii. Trainee Orientation: Pathology
- c. NOTE: Non-completion of LMS orientation modules may delay your start date. If you experience any issues accessing the modules via the link provided, please contact: learning@bcm.edu

15. I-9 and Employment Eligibility Form

- a. TO BE DONE IN SUCCESS FACTORS UPON RECEIVING Success Factors WELCOME EMAIL.
- b. Completion of the I-9 form is done in a three-step process that involves providing personal information on the I-9 form via SuccessFactors and providing documents that confirm your identity and employment eligibility.
- c. A welcome email will be sent from system@successfactors.com, and it should read "Welcome to the Baylor College of Medicine" in the subject line of the email. **You won't receive this type of email until the end of May/closer to orientation).**

16. Parking Forms and Contract

- a. Click on the link to open the fillable PDF forms for parking. Only your information needs to be provided at this time, please ignore the parking selections. THIS INFORMATION WILL BE ASSESSED BY THE PARKING OFFICE, not GME.

- b. Questions: email to the parking office is commuter@bcm.edu
- c. NOTE: If you do not have your BCM ID number, please leave this section blank.
 - i. If you decide to opt-out of parking, please complete the demographic portion of the parking form and notify your program coordinator. You still must fill out this form and the sections the parking office asked for.

17. Texas State Board Waiver

- a. Download the Texas State Board Waiver and upload the completed form. Please note that a physical signature is required. Electronic signatures will not be accepted.
- b. DO NOT remove Caroline Hubbard's name as the TMB point of contact. The TMB will only speak with one point of contact from each institution.

18. Texas Medical Board Physician-In-Training Permit or Full Texas Medical Board License

- a. [Click here for Texas Medical Board Resources and Requirements](#)
- b. Please submit a permit application as soon as possible once you receive your TMB ID number from your program coordinator. Copy and paste this link into another web browser: <https://applications.tmb.state.tx.us/PI/ident1.aspx>
- c. Baylor College of Medicine does not reimburse for permit applications.
- d. Once you have obtained your permit, please upload a PDF copy or screen capture from the TMB website that includes your name, PIT/License number, and expiration date to your onboarding packet.

19. Trainee Release of Information

- a. Download the Trainee Release of Information Form and upload the completed copy.

20. Worker's Compensation Form

- a. Download the Worker's Compensation Form and upload the completed copy. Please note that a physical signature is required. Electronic signatures will not be accepted.
 - i. Place DOB in the spot for BCM ID

21. Current ACLS, ATLS, or PALS Certification

- a. As an incoming trainee, you must have a CURRENT certification in one of the following, ACLS, ATLS, or PALS on your clinical start date.
- b. Certifications are required to be American Heart Association (AHA), or **American Red Cross** certified, and you must submit a signed copy of the front and back of the card. It must show that you have completed the in-person cognitive and skills evaluation.
 - i. **BLS will not be accepted.**
- c. ATLS: GME **does** accept this from the American College of Surgeons
- d. Please use the following links to ensure that your training program is AHA or American Red Cross certified:
 - i. <https://cpr.heart.org/en/courses/advanced-cardiovascular-life-support-for-experienced-providers>
 - ii. <https://www.redcross.org/take-a-class/organizations/healthcare-professionals>
- e. Pediatric program trainees are typically expected to have PALS. Please check with your incoming program to verify this.

22. Curriculum Vitae

23. Medical School Diploma | Due June 12th this document ONLY

- a. Have your medical school diploma sent to ASK-GME@BCM.EDU directly from a recognized Institutional Registrar's Office or certified delivery service. Electronic documents are preferred.
- b. Baylor College of Medicine medical students still need to have the registrar's office send this officially to the GME office. Current BCM medical students, click this link for sending off electronic transcripts/diplomas: <https://www.bcm.edu/education/registrar/forms>

24. Official Transcript | Due June 12th this document ONLY

- a. Please have your final transcripts sent to ASK-GME@BCM.EDU directly from a recognized Institutional Registrar's Office or certified transcript delivery service. Electronic documents are preferred.
- b. Baylor College of Medicine medical students still need to have the registrar's office send this officially to us- the GME office must have that officially from the registrar's office. Current BCM medical students, click this link for sending off electronic transcripts: <https://www.bcm.edu/education/registrar/forms>
- c. **If regular mail must be sent, please send to:**
Baylor College of Medicine
Graduate Education Office
1 Baylor Plaza, 405A
Houston, TX 77030
- d. Please DO NOT send your transcripts to your entering program.
- e. Please DO NOT send your original hard copy document to GME.

25. Notarized Copy of Intern/Residency/Fellowship Training Certificate of Completion

- a. Please upload a notarized copy of every certificate for each program completed. (Ex: if you complete an intern year and then a residency, you must submit a notarized copy of your intern certificate & your residency certificate).

26. Notarized ECFMG Certificate (required for FOREIGN medical graduates)

- a. This is ONLY REQUIRED for foreign medical school graduates (outside U.S. or Canada)
- b. This document MUST be notarized. A PDF copy will suffice.

27. NPI Registration/Instructions

- a. National Provider Identification (NPI) is a unique physician identifier and will remain the same throughout your career. BCM requires you to obtain an NPI for prescribing privileges in EPIC.
- b. Please upload a PDF screenshot of the NPI document that includes your NAME and NPI NUMBER.
 - i. Confirmation that the NPI is in progressing is not acceptable.

- c. If you already have an NPI number, please update the practice address to:
1 Baylor Plaza, 405A
Houston, TX 77073
- d. To apply online, go to NPPES <https://nppes.cms.hhs.gov> (copy and paste the link into another web browser).
- e. Select "individual" for provider type. If you do not have a social security number, you must mail in a paper application to obtain an NPI.
- f. For NPI technical support contact 1-800-465-3203 or email customerservice@npienumerator.com