

Graduate Medical Education

AGREEMENT OF APPOINTMENT

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

Beaumont offers to Trainee and Trainee accepts **PGY-«PGY_Yr»** appointment in the Beaumont «Program» **Program**, under the terms and conditions of this Agreement. Beaumont shall provide an annual salary for the term of this Agreement of **\$«Amount»**. Trainee may be eligible to receive monetary awards from Beaumont, at its sole discretion, for exemplary contributions.

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

I. BEAUMONT RESPONSIBILITIES

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

II. TRAINEE RESPONSIBILITIES

- A. Trainee understands that this Agreement is contingent upon:
 - 1. Verifying identity and eligibility to work in the United States and to complete the required employment eligibility verification form upon hire, in compliance with federal law, and to maintain such eligibility;
 - 2. Taking and passing the pre-employment physical exam administered by Beaumont, which includes laboratory tests to detect substance abuse and nicotine;
 - 3. Obtaining and maintaining a valid State of Michigan medical license and controlled substance license, as required;
 - 4. Providing true and accurate information; and
 - 5. Not being convicted of a felony.

If the employability, drug screen, or license requirement is not fulfilled or maintained, or if there is a misrepresentation, material omission or falsification of any information supplied to Beaumont by the Trainee as part of the entrance requirements

of the Program, or if Trainee is convicted of a felony, this Agreement may be canceled, terminated or effective date delayed without Trainee pay, by Beaumont, without provision of the due process otherwise provided herein.

B. Trainee specifically agrees:

1. To fully participate in Program activities and to comply with all Program requirements. Trainee shall serve responsibly during the entire period agreed upon as specified in this Agreement.
2. To observe all Program Policies, GME Policies and Beaumont Policies, and to fulfill all educational and professional responsibilities as determined by the Program Director, including those pertinent to work (duty) hour compliance and documentation of such.
3. To meet all financial obligations incurred to Beaumont, including, but not limited to, charging food items in dining areas through deductions from salary, if applicable.
4. To consider the salary, experience, and instruction received as sole compensation, and not to accept fees in any form from patients or physicians.
5. To submit to the Program Director in a timely manner all computerized or written evaluations of faculty, residents, medical students, educational experiences, and other evaluations as requested.
6. To personally fulfill and not delegate his/her duties under this Agreement.
7. To inform Beaumont through his/her Program Director of any changes regarding the information submitted during the application process.
8. To maintain current State of Michigan License to practice medicine and to prescribe controlled substances, and to provide documentation upon request. Trainee will notify immediately, through his/her Program Director, if his/her Medical License is revoked, suspended, or not renewed, or if any action, including notification of any complaint or the initiation of an investigation, is taken against Trainee by the Michigan Board of Medicine, the Centers for Medicare and Medicaid, or any other governmental or regulatory agency. Trainee understands that failure to renew a License as required will result in his/her suspension without pay until renewed.
9. To notify Beaumont immediately, through his/her Program Director, both verbally and in writing, of any change in immigration status. Trainee understands and acknowledges that maintenance of valid immigration status is required and is the responsibility of Trainee.
10. To complete his/her medical records in a timely fashion. The definition of incomplete medical records for the Attending Staff Incomplete Record List shall be applicable to Trainee. Trainee understands that excessive medical record completion delinquencies may result in the denial of educational funds and/or other sanctions.
11. All email, correspondence, reports, studies, compilations and similar documents, in any form, pertaining to Beaumont matters, produced by Trainee while at Beaumont shall be considered the property of Beaumont. Trainee shall neither publish nor disseminate any article, nor divulge in public or private, nor to the press or other media, nor destroy any information concerning Beaumont, its trustees, directors, employees or patients without the prior written consent of the Director of GME.
12. To promptly report to Beaumont, through his/her Program Director, any incident that might give rise to any malpractice claim or suit against him/her. Trainee agrees to cooperate with Beaumont to resolve any such claims or suits in a timely manner. Trainee acknowledges that the professional liability insurance provided to Trainee pursuant to the terms of this Agreement does not apply to any activities outside the scope of Trainee's appointment under the terms of this Agreement or Beaumont Policies.
13. To successfully complete the USMLE Step 3, COMLEX USA Level 3, or APMLE 3 (as applicable) examination as required by the Program, but no later than the end of the PGY-2 year. Failure to pass may result in the next year's Agreement being canceled, or effective date delayed without pay, by Beaumont, in accordance with GME policies.

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

1. I understand that my appointment is for one academic year, and that reappointment is conditional on my having performed satisfactorily, as determined by my Program Director. I understand that Beaumont is under no obligation to extend or renew this Agreement if my performance is deemed unsatisfactory after provision of due process, as described herein.
2. I understand that if the Program Director intends to recommend suspension, non-promotion, non-renewal, or dismissal, I will be notified in writing as early in the year as practical to allow remedial action or counseling to be undertaken. Suspension, non-promotion, non-renewal, and dismissal are the only appealable actions, and the GME Grievance and Due Process Policy shall be followed.
3. If, in the opinion of my Program Director and in consultation with the Director of GME, my performance is egregiously or repeatedly unsatisfactory, Beaumont shall have the right to modify or cancel this contract by giving 30 days' notice, with the provision of due process as described in GME Policies.

4. I understand and agree that my performance of professional activities outside the scope of my program for additional compensation are prohibited unless specifically approved in advance by my Program Director in writing on the specified form. Activities outside the scope of the program are defined in the GME Work Hours & Moonlighting Policy. The GME Medical Professional Liability Insurance Policy provides coverage details.
5. Supervised Extra Shifts will be paid at the current approved rate as specified in Exhibit B, attached hereto and incorporated herein by this reference.
6. It is my responsibility to ensure that all professional activity is consistent with the ethical standards of Beaumont and the medical profession and will be reported as Work (Duty) Hours in New Innovations.
7. I understand I must maintain the confidentiality standards of Beaumont.

III. TERMINATION OF AGREEMENT

- A. Following appropriate investigation, Beaumont may terminate the Agreement for any egregious or willfully harmful activities, including but not limited to the following reasons:
 1. Breach of the terms of this Agreement by the Trainee
 2. Neglect of duty or violation of rules, regulations, or policies by the Trainee
 3. Conviction of a crime determined by the Program Director and Vice President of GME to render the Trainee unfit professionally to practice medicine
 4. Conduct by the Trainee that is prejudicial to the best interests of Beaumont
 5. Use of professional authority to exploit others
 6. Conduct that is detrimental to patient care
 7. Failure to adhere to all Beaumont, GME and Program policies and procedures
 8. Unlawful discrimination
 9. Hostile, intimidating or harassing behavior, including sexual harassment, verbal harassment, and harassment of any kind
 10. Sexual advances toward a patient
 11. Illicit drug use or substance abuse
 12. Unapproved absence of the Trainee from the Program
 13. Knowingly giving false information or assisting others in doing so
 14. Death of Trainee, or the inability to perform the essential functions of the position with or without reasonable accommodation
 15. Failure or refusal to submit to a physical or mental examination when requested by the Program Director, based upon reasonable suspicion that Trainee's physical or mental status may be interfering with Trainee's performance and/or the ability to satisfactorily participate in the Program or provide patient care
 16. Failure to pass the USMLE Step 3, COMLEX Level 3, or APMLE 3 (as applicable) examination as required by the Program, but no later than the end of the PGY-2 year of training
- B. Beaumont may immediately place the trainee on Administrative Leave during investigation. If a Trainee appointment is terminated during the appointment period, the terminated Trainee may appeal the decision as set forth in the GME Grievances and Due Process Policy.
- C. Significant breach of this Agreement by Beaumont or failure of Beaumont to provide a GME program in accordance with accreditation requirements or for other legitimate reasons may allow the Trainee to terminate this Agreement upon sixty (60) days' written notice. Upon receipt of such notice, Beaumont may elect to terminate the Agreement immediately and waive such notice period. Beaumont, in its sole discretion based upon Trainee performance, shall determine the amount of credit, if any, toward satisfying the education requirements to be awarded to the Trainee.
- D. In the event the Program is closed or there is a reduction in the total number of Trainees in the Program, Beaumont will make efforts to allow the Trainee to complete the Program. In the event that continuation of the Program is not possible by Beaumont, Beaumont will make efforts to transfer the Trainee to a comparably accredited program.
- E. Following failure to sufficiently progress despite remediation, any decision by Beaumont to not renew the Agreement will be made and communicated in writing to the Trainee as soon as possible in advance of the end of this Agreement. In the event of non-renewal of the Agreement, Trainee shall be entitled to contest the decision through, and to the extent permitted under, the GME Grievances and Due Process Policy.

IV. GENERAL PROVISIONS

- A. No provision of this Agreement shall be construed in any manner whatsoever as an assurance of or guarantee of initial appointment to Beaumont Medical Staff during or upon completion of training.

- B. Beaumont will maintain the records of the Trainee as confidential. These records may be delivered to other health care institutions or prospective employers only upon written request to Beaumont by the Trainee in such form as designated by Beaumont. Records will be furnished to appropriate government agencies as required by law, and to subsequent programs (e.g., to the Trainee's upcoming Fellowship program) per ACGME requirements.
- C. Fair Market Value and Compliance. The parties intend that:
1. The compensation to be paid under this Agreement is and shall remain throughout the term fair market value for the services rendered by Trainee under this Agreement,
 2. The arrangements contemplated in this Agreement comply with applicable law based on the parties' current understanding of the law, and
 3. This Agreement will not place at risk the license or Medicare certification of either party or its Affiliates or the tax exemption or tax-exempt status of bonds issued by Beaumont or its affiliates.

Items in section IV.C are referred to collectively as "Compliant with Law." However, in the event that this Agreement is not Compliant with Law, as determined by an independent appraiser or counsel with substantial expertise in the relevant field, as applicable, due to a change in the law or otherwise, Beaumont shall have an immediate right to adjust the compensation to make it fair market value and otherwise Compliant with Law, and the parties agree to work in good faith to amend this Agreement so as to make the Agreement Compliant with Law. If the parties do not sign such an amendment within thirty (30) days following the Beaumont-imposed change in compensation (the "Renegotiation Period"), this Agreement will terminate thirty (30) days following the end of the Renegotiation Period upon prior written notice from either party to the other.

- D. The rights and obligations of Beaumont under this Agreement will inure to the benefit and be binding upon the successors and assignees of Beaumont. The Trainee may not assign or transfer his/her rights or obligations under this Agreement.
- E. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior and contemporaneous Agreements between the parties regarding the subject matter hereof. No amendments will be binding unless in writing and signed by the parties.
- F. This Agreement shall be governed by and construed according to the laws of the State of Michigan.
- G. The failure of a party to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
- H. Any provisions that by their nature survive expiration or termination of this Agreement, shall survive the expiration or Beaumont termination of this Agreement.
- I. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect.

V. TRAINEE ACCEPTANCE

I have read this Agreement and agree to accept this appointment as offered for the period above. In accepting this appointment, I certify that I have had an opportunity to review the Program Policies and Beaumont Policies and I agree to comply with all applicable policies, rules, regulations and guidelines. Each party to the Agreement certifies by the signature(s) below that such party shall not violate the Anti-Kickback Statute and Stark Law with respect to the performance of the Agreement.

[Signatures on Next Page]

TRAINEE

Signed: _____

By: <<FirstName>> <<LastName>>, <<Credentials>>

Date: _____

**BEAUMONT HEALTH
INTERIM CHIEF MEDICAL OFFICER**

Signed:

By: Paolo Marciano, MD, PhD

Date: [insert date]

**VICE PRESIDENT OF GRADUATE MEDICAL EDUCATION &
DESIGNATED INSTITUTIONAL OFFICIAL**

Signed:

By: Jeffrey M. Devries, MD MPH

Date: [insert date]

Sample Only

Exhibit A

2022-23 Resident & Fellow Salary & Benefits

Beaumont Health is committed to compensating all employees, including residents and fellows, market-competitive salary and benefits commensurate with their responsibilities, competitive with other organizations in the labor market in which we compete, and perceived to be fair and equitable. **Salaries are reviewed each year as part of the budget development process and may be adjusted for the following academic year. Benefits may be modified at any time at the discretion of the Employer.** Benefits for residents and fellows are effective on the date of hire. This summary of benefits provides a brief overview of current features and is subject to change.

Post-Graduate Year	2022-23 Annual Salary	2022-23 Education Fund	2022-23 Annual Meal Allowance
PGY-1	\$58,760	\$ 800	\$1,800
PGY-2	\$61,152	\$1,200	\$1,800
PGY-3	\$63,440	\$1,200	\$1,800
PGY-4	\$66,248	\$1,200	\$1,800
PGY-5	\$69,160	\$1,200	\$1,800
PGY-6	\$71,864	\$1,200	\$1,800
PGY-7	\$74,984	\$1,200	\$1,800
PGY-8	\$78,000	\$1,200	\$1,800

Trainees are eligible to receive additional compensation up to \$8,500 per year for special recognition (e.g., Research Awards, educational support, etc.), excluding compensation related to professional activities outside the scope of the program (e.g., Moonlighting and Supervised Extra Shifts).

HEALTH CARE BENEFITS

Medical & Prescription Drugs: 3 plan options
Mental health coverage is included

Dental: 2 plan options

Vision: 1 plan

Flexible Spending Accounts (FSA)

Ability to contribute funds pre-tax each calendar year:

For Health Care: Up to \$2,750

For Dependent Care: Up to \$5,000

FINANCIAL PROTECTION BENEFITS

Professional Liability Insurance

Fully paid by Beaumont Health while acting within the scope of duties for which Beaumont Health employ them. There is no coverage for international rotations or elective rotation outside Michigan, when moonlighting outside of Beaumont Health, or for performing non-program-related volunteer activities outside Beaumont Health. Beaumont Health is self-insured and provides coverage after employment if a claim or lawsuit is filed (tail coverage). The GME Medical Professional Liability Insurance Policy provides coverage details.

Short-Term Disability

For personal illness; fully paid by Beaumont Health; 100% pay for 26 weeks

Long-Term Disability

For personal illness; fully paid by Beaumont Health; replaces 60% of base pay

Employee Life & Accidental Death & Dismemberment (AD&D) Insurance

Fully paid by Beaumont Health; coverage of 2 times base pay; additional coverage and coverage for dependents may be purchased pre-tax

Retirement Savings Plan

Ability to contribute up to 75% of your gross pay as pre-tax to 403(b)and/or after-tax to Roth up to the annual IRS specified limit, through Fidelity. Beaumont Health matching contribution depending on organizational performance (three-year vesting period for match)

PAID TIME AWAY

Vacation: 4 weeks per year,
per GME Vacation, Conference
Attendance & Holidays Policy

Conference Days: 5 days per year,
per GME Vacation, Conference
Attendance & Holidays_Policy

Sick Days: As needed, per discretion of the
Program Director

Wellness Days: 2 per year specifically for the purpose of
seeing (1) a primary care physician or required specialist, and
(2) a behavioral health provider (wellness coach, social
worker, Psychologist, Psychiatrist). per GME Wellness Policy.

Leaves of Absence: Individualized as needed for approved
purposes, per GME Leaves of Absence Policy, including new
GME Parental and Caregiver paid leave.

Leaves may delay the program completion date in order to
ensure eligibility for specialty Board certification.

HOSPITAL-PAID BENEFITS

Medical Licenses

The cost of Michigan Educational Medical and Controlled Substance Licenses, including regulatory requirements for Licensure (e.g. fingerprinting)

Required Certifications

Basic Life Support as well as other certifications that are required by your program, such as Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), etc.

Meal Allowance

\$1,800 per year

White Coats & Scrubs

Free, including free laundry

Educational Fund

Discretionary funds available for educational expenses approved by the Program Director, per GME Education Fund & Hospital Paid Expenses Policy. These generally include attendance at approved educational conferences (registration, transportation, lodging and food), purchase of educational materials (books, software, DVD's, etc.), medical equipment, computer, laptop or tablet, or similar educational purposes as specified in GME Policy. Unspent funds may be carried over to subsequent years; any balance at the time of graduation is forfeited.

Professional Memberships

If required to meet accreditation standards

ADDITIONAL BENEFITS

- 24-hour access to medical library resources
- Research development and support
- Opportunity to participate in Resident/Fellow Council and other organizations
- Opportunity to participate in multiple patient safety and quality improvement committees
- Resident/Fellow Lounge
- Free secure parking
- Bwell Employee Wellness Program
- Employee Assistance Program, offering confidential assessment, referral services and short-term counseling
- Adoption Assistance for eligible related expenses up to \$5,000 per child
- Employee Discount Program. Various discount programs and special offers on apartment rentals, autos, insurance, cellphone service, computers, electronics, entertainment, travel, and more

Exhibit B
Supervised Extra Shifts

Performance of Supervised Extra Shifts (SES) for additional compensation requires prior annual approval of my Program Director using the Supervised Extra Shifts Approval Form and will be paid at the current approved rate as specified below. Supervised Extra Shifts are fully defined in the GME Work Hours & Moonlighting Policy.

PGY-1s and J-1 Visa holders are not permitted to engage in any professional activities outside the scope of their program for additional compensation, including Supervised Extra Shifts.

1. Trainee Obligations

- a. I must obtain permission from my GME Program Director annually to engage in Supervised Extra Shifts. In the event that the Program Director withdraws permission, I will not receive compensation for the Supervised Extra Shifts performed, effective immediately upon the Program Director's notice of withdrawal of permission.
- b. I agree to provide Supervised Extra Shifts, under supervision, within my Program site(s) only.
- c. I must report hours worked as Supervised Extra Shifts as Work/Duty Hours in New Innovations. I shall not work more than 48 hours of Supervised Extra Shifts per month.
- d. I must ensure that the Supervised Extra Shifts, along with the hours of services provided as a part of my training program, do not violate requirements of the Accreditation Council for Graduate Medical Education (ACGME) and the Beaumont GME Work Hours & Moonlighting Policy.
- e. I will report hours worked as Supervised Extra Shifts to the individual scheduling the Supervised Extra Shifts, who shall submit hours to payroll on the designated form.

2. Beaumont Obligations

Beaumont shall compensate trainee at the then-current rate for the provision of Supervised Extra Shifts, as described in the Compensation Plan:

- a. Beaumont shall compensate each Trainee in accordance with the Compensation Plan set on or before July 1 for the subsequent year period, which is currently at a rate of Sixty-two dollars (\$62.00) per hour for the provision of **clinical** Supervised Extra Shifts.
- b. Beaumont shall compensate each trainee at a rate of Fifty dollars (\$50.00) per hour for the provision of approved **non-clinical** Supervised Extra Shifts (e.g., approved research, providing tutoring services for medical school students).
- c. No hourly premium shall be paid for weekends and holidays.
- d. Beaumont shall not compensate any Trainee for Supervised Extra Shift hours worked in excess of the cap of 48 hours per month.
- e. The individual scheduling the Supervised Extra Shifts, shall submit hours worked by the Trainee to payroll on the designated form.