

#### GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT

**PURPOSE:** The purpose of this agreement is to establish the terms and conditions for the Resident's participation in the National Capital Consortium (NCC) Graduate Medical Education (GME) program. The Consortium Program Directors will monitor the implementation of these terms and conditions.

GENERAL TERMS AND CONDITIONS: The following terms and conditions are governed by a separate agreement that I made with the Uniformed Service or government agency of which I am a member, at the time I accepted appointment as a member of that Service or is contained in applicable Service or agency policies or regulations, and before I was appointed to my education program. These terms and conditions are not affected by my educational program unless modification is necessary in order to comply with the requirements of the ACGME, the RRC that accredits my program, or the Board that certifies physicians in the specialty for which I am training:

- a) My financial support, as described by Military Pay and Allowances Manual, Sections 10501 through 10536 and supplemented from time-to-time by the Act of Congress
- b) Professional liability insurance, as described in 10 USC 1089. Coverage under this provision extends beyond the training period for alleged acts or omissions within the scope of your Federal employment
- c) Disability insurance and other hospital and health insurance, including benefits for myself and my family
  - d) Professional, parental, sick and personal leave benefits
- e) Conditions under which living quarters, meals, and laundry or their equivalents are to be provided
  - f) Provision of counseling, medical, psychological, and other support services
  - g) Grievance procedures, including those covering gender or other forms of harassment
  - h) Duration of appointment and conditions for reappointment
  - i) Service obligation on completion of my educational program
  - j) Policy on physician impairment and substance abuse
- k) Disabilities will be accommodated in accordance with Federal law and regulation as applied to the Department of Defense.

**AGREEMENT:** I have accepted an appointment as a resident in an education program sponsored by the National Capital Consortium. The following are the terms and conditions of my appointment:

### Trainee Responsibilities

a) To familiarize myself with the Program Requirements for my education program, as published by the ACGME and RRC if applicable, and to work with the faculty of my program to achieve substantial compliance with these Program Requirements. I also agree to familiarize

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myself with the board eligibility requirements for the specialty in which I am training, if applicable. Contact information for the individual boards is available on the website for the American Board of Medical Specialties.

# http://www.abms.org/About\_abms/member\_boards.aspx

- b) To familiarize myself with the Due Process procedures of the Consortium, as published in the Consortium Administrative Handbook and to adhere to these procedures
- c) To develop a personal program of learning to foster continued professional growth with guidance from my teaching staff. This program will include the six core competencies articulated by the ACGME
  - i. Patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health
  - Medical knowledge about established and evolving biomedical, clinical, and cognate (eg, epidemiological and social-behavioral) sciences and the application of this knowledge to patient care
  - iii. Practice-based learning and improvement that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care
  - iv. Interpersonal and communication skills that result in effective information exchange and teaming with patients, their families, and other health professionals
  - v. Professionalism, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population
  - vi. Systems-based practice, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system for health care and the ability to effectively call on system resources to provide care that is of optimal value.
- d) To provide, under the general supervision of the attending teaching staff, safe, effective, and compassionate patient care commensurate with my level of advancement and responsibility
- e) To participate fully in the education and scholarly activities of my educational program, and as required, assume responsibility for teaching and supervising other residents and students
- f) To participate as appropriate in the institutional programs and medical staff activities of the medical treatment facilities in which I work, including activities relating to patient care review, quality assurance, and risk management, including reviews of complications and deaths, as well as performance improvement programs
- g) To serve on institutional committees and councils whose actions affect my education and/or patient care
- h) To adhere to established practices, procedures, and policies of the medical treatment facilities in which I work

- i) To develop an understanding of ethical, socioeconomic, medical/legal, and cost containment issues in medical practice, and to provide patient care in an ethical, medico-legally sound, and cost-effective manner
- j) To participate in scholarly activity, in collaboration with faculty and my peers. With a view to success in scholarly activity, I will study research design, the use of statistics, and critical review of medical literature
- k) To participate in internal reviews of my educational program, as described in the Consortium Administrative Handbook and to work toward correction of deficiencies identified in internal reviews
- l) To submit to my Program Director, at least annually, a confidential written evaluation of the faculty and of the educational experiences
- m) To comply fully with the policies and procedures set by the Uniformed Service of which I am a member to manage physician impairment and substance abuse
- n) To comply with Service and/or Agency policies and procedures for conducting and publishing research
- o) To familiarize myself with Title 5 of the Code of Federal Regulations (posted on the NCC website) as it pertains to gifts from outside sources and to abide by its provisions

# Licensing

I agree to complete Part III USMLE, or COMLEX, during PGY-1 (internship year), and to obtain a valid unrestricted state medical license by the end of my second year after graduation from medical or osteopathic school. Failure to do so will be reason for adverse personnel actions in accordance with the policies of my Uniformed Service; these may include probation, loss of special pays and benefits reclassification, and/or involuntary separation. Exceptions may be granted only for those applying for a license in a state that requires two full years of training prior to issuance. Exceptions are not automatic but must be requested through the Uniformed Service of which I am a member.

I also understand that I may be required to obtain a one-year license while awaiting the two-year license.

#### **Additional Year Appointment**

Advancement to PGY-2 and subsequent years of training is contingent on compliance with administrative requirements of the NCC and my parent service, if applicable. If I am an Army trainee I must remain in compliance with AR 350-15, AR 600-9 and the "Training Agreement for Army Graduate Professional Education," which prescribes that, "active duty Army residents must meet service specific height/weight standards and physical fitness requirements to qualify for advancement and graduation from residency."

#### Termination

My educational program may be terminated under the following conditions:

- a) If I do not maintain an acceptable level of performance and/or clinical competence. Termination of my education program under these conditions is subject to the Due Process Procedures of the Consortium.
- b) If I fail due course selection for promotion to the next higher officer grade on two successive occasions. Termination of my educational program under these conditions is at the

option of the Uniformed Service of which I am a member, and is not subject to the Due Process procedures of the Consortium.

c) If I am discharged from military service for disciplinary or administrative reasons. Termination of my education program under these conditions is not subject to the Due Process procedures of the Consortium.

### Compensated Work Outside the Program (Moonlighting)

I understand that I am not allowed to engage in professional activities or other employment outside my educational program whether or not it is compensated, and that I am not allowed to moonlight while in training.

#### Absences

Absences from training are generally limited to vacation or medical or convalescent leave. If such absences exceed the time permitted by the RRC or certifying board of the specialty in which I am training, I understand that my training may be extended or terminated if extension is not possible.

# **Duty Hours**

I understand that I must familiarize myself with the work hour policies promulgated by the ACGME and the NCC as noted in the Consortium Administrative Handbook and that deliberate violation of these policies may lead to disciplinary action.

#### Grievances

The grievance procedures available to me are those of the military chain of command prescribed by the military service to which I belong for specific problems such as sexual harassment, and the procedures described in the Consortium Administrative Handbook. I agree to familiarize myself with these procedures.

#### Closure

Should my residency be closed or reduced in size, my assignment and continued training will be determined by a separate agreement between myself and the Uniformed Service of which I am a member.

My responsibilities during my educational program are further defined by Program Information Forms submitted at the time accreditation for my program was requested from the relevant RRC, by Memoranda of Agreement and Understanding between Sponsoring and Participating Institutions involved in my program, and by the policies and procedures of the Medical Treatment Facilities in Clinical Departments in which I may be working from time-to-time.

NAME (Last, first, middle initial)	RANK/C	ORP/SERVICE	SSN
PROGRAM DIRECTOR NAME	RANK/C	ORP/SERVICE	NAME OF PROGRAM
TRAINING START DATE (day, month, yr)		ANTICIPATED GRADUATION DATE (day, month, yr)	
SIGNATURE OF RESIDENT		L	DATE

SIGNATURE OF PROGRAM DIRECTOR	DATE	

# Authorization to release information

I understand that as a result of my status as a medical provider the Department of Defense and its instrumentality's, including but not limited to the National Capital Consortium and its successors in interest, will from time to time over the course of my medical career be asked to provide personal information for purposes of determining my professional standing. These requests will include government regulatory agencies, professional boards and organizations as well accrediting organizations such as the Accreditation Council for Graduate Medical Education, American Medical Association, American Association of Medical Colleges, and the American Osteopathic Association. I further understand that these requests will occur during and after my service with the United States Government. In executing this release I hereby authorize the Department of Defense and its instrumentality's, to release personal information about me, including but not limited to name, duty address, duty phone number, duty email address, social security number, date of birth, DEA number, and state license information. I understand that this information may be provided to entities such as those listed above when the Department of Defense and its instrumentality's deem that they have a reasonable need to know the information. I further understand that I can rescind this authorization, but that such rescission MUST BE IN WRITING and directed to the NATIONAL CAPITAL CONSORTIUM or its successor(s) in interest. This release will remain in effect until rescinded in writing. I acknowledge that I understand and have been provided a copy of this release.

I agree to comply with the administrative requirements of the agency or agencies accrediting my training program, including completion of surveys and other requests for information. Failure to do so may lead to disciplinary action including termination of training.

SIGNATURE OF RESIDENT	DATE