



Policy Number:	26-15
Policy Name:	Graduate Medical Education: Resident and Fellow Contract & Professional Liability Policy
Authority:	ACGME Institutional Requirements effective September 3, 2025, sections 4.3 & 4.6
Original Policy Date:	April 10, 2026 Effective Date: 04/10/26
Supersedes:	24-01
Policy Last Revised:	N/A
Attachments:	N/A

PURPOSE

This policy describes how Behavioral Health and Recovery Services, San Mateo County (BHRS-SMC), as a Sponsoring Institution for Accreditation Council for Graduate Medical Education (ACGME) accredited Graduate Medical Education (GME) programs, ensures that: (1) residents and fellows are provided with written Agreements of Appointment/Contracts that outline the terms and conditions of their GME appointments; and (2) residents and fellows are provided with professional liability insurance coverage and documentation.

BACKGROUND

BHRS-SMC as an ACGME sponsoring institution requires all affiliated training programs to provide all residents and fellows with a written agreement of appointment/contract that outlines the terms and conditions of their appointment consistent. The BHRS-SMC Designated Institutional Official (DIO) and Graduate Medical Education Committee (GMEC) monitors each program’s implementation of the terms and conditions of resident/fellow agreement of appointment/contracts.

BHRS-SMC as an ACGME sponsoring institution requires all affiliated training programs to provide residents and fellows with professional liability coverage, including legal defense and protection against awards from covered claims, during their participation in ACGME-accredited programs and for covered acts or omissions within the scope of the program after completion.

DEFINITIONS

Agreement of Appointment/Contract: The written document that sets forth the terms and conditions of a resident’s or fellow’s GME appointment, including but not limited to responsibilities, duration, financial support, benefits, due process, and applicable institutional policies.



Professional Liability Insurance: Insurance coverage, including legal defense, provided to residents and fellows to protect against claims and awards arising from alleged acts or omissions within the scope of their participation in BHRS-SMC-sponsored ACGME-accredited programs, including claims reported or filed after program completion if the alleged acts or omissions occurred within the scope of the program.

POLICY

I. Agreements of Appointment/Contracts

- A. BHRS-SMC will ensure that each resident and fellow in a BHRS-SMC-sponsored ACGME-accredited program is provided with a written Agreement of Appointment/Contract that outlines the terms and conditions of their appointment to the program.
- B. Each Agreement of Appointment/Contract will directly contain, or clearly reference, at a minimum, the following elements:
 1. resident/fellow responsibilities;
 2. duration of appointment;
 3. financial support for residents/fellows;
 4. conditions for reappointment and promotion to a subsequent PGY level;
 5. grievance and due process mechanisms;
 6. professional liability insurance, including a summary of pertinent information regarding coverage;
 7. health insurance benefits for residents/fellows and their eligible dependents;
 8. disability insurance for residents/fellows;
 9. vacation and leaves of absence for residents/fellows, including medical, parental, and caregiver leaves of absence, and compliance with applicable laws;
 10. timely notice of the effect of leaves of absence on the ability of residents/fellows to satisfy requirements for program completion;
 11. information related to eligibility for specialty board examinations; and
 12. institutional policies and procedures regarding resident/fellow clinical and educational work hours and moonlighting.
 13. Institutional policies related to SMC-BHRS non-compete clause policy.
- C. The BHRS-SMC Designated Institutional Official (DIO) and GMEC will monitor each of its ACGME-accredited programs to ensure that the terms and conditions described in the Agreements of Appointment/Contracts are implemented and that program-level policies and practices remain consistent with those terms and conditions.

II. Professional Liability Insurance



- A. The BHRS-SMC DIO and GMEC will ensure that residents and fellows in BHRS-SMC-sponsored ACGME-accredited programs are provided with professional liability coverage, including legal defense and protection against awards from claims reported or filed during or after the resident's or fellow's participation in the program.
- B. The BHRS-SMC DIO and GMEC will ensure that the scope and limits of professional liability coverage for residents and fellows are clearly defined and consistent with applicable San Mateo County policies, ACGME Institutional Requirements, contractual arrangements, and legal requirements.
- C. The BHRS-SMC DIO and GMEC will ensure that residents and fellows are provided with official documentation of the details of their professional liability coverage before the start date of their GME appointments.
- D. The BHRS-SMC DIO and GMEC will ensure that residents and fellows receive written advance notice of any substantial change to the details of their professional liability coverage.

PROCEDURE/PROTOCOL

I. Development, Review, and Issuance of Agreements of Appointment/Contracts

- A. The BHRS-SMC GME Office, in collaboration with the DIO, Human Resources, and Counsel as appropriate, will develop and maintain standard Agreement of Appointment/Contract templates for residents and fellows that incorporate or reference all required elements listed in Policy Section I.B. and/or required elements as noted in future ACGME Institutional Requirements.
- B. Agreement of Appointment/Contract templates will be reviewed at least annually, or more frequently if ACGME requirements or applicable laws change, to ensure continued compliance.
- C. Program Directors will ensure that each incoming resident or fellow receives an Agreement of Appointment/Contract for the upcoming academic year before the start of the appointment, and that the Agreement is signed by both the resident/fellow and an authorized institutional representative.
- D. Signed Agreements of Appointment/Contracts will be retained in accordance with institutional record retention requirements and will be accessible to the resident/fellow and relevant institutional officials upon request.

II. Monitoring Implementation of Agreement Terms

- A. The DIO and BHRS-SMC GMEC will monitor programs for implementation of the terms and conditions described in the Agreements of Appointment/Contracts, including but not limited to financial support, leave, benefits, and due process provisions.
- B. Program Directors will review institutional contract requirements annually and confirm that program policies, procedures, and resident/fellow-facing documents (e.g., program handbooks) are consistent with the Agreements of Appointment/Contracts and this policy.
- C. Any discrepancies between program practices and the terms of the Agreement of



Appointment/Contract will be reported to the DIO and corrected in a timely manner.

III. Documentation and Communication of Professional Liability Coverage

- A. The BHRS-SMC GMEC, in coordination with the appropriate risk management or insurance office, will obtain and maintain current documentation describing the professional liability coverage applicable to residents and fellows, including:
 - 1. coverage type and limits;
 - 2. scope of covered activities and sites;
 - 3. applicable dates of coverage; and
 - 4. information regarding coverage for claims reported or filed after completion of the program for acts or omissions within the scope of the program.
- B. Program Directors will provide each resident and fellow with official documentation (e.g., certificate of insurance or equivalent institutional documentation) describing their professional liability coverage before the start date of their GME appointment and will make updated documentation available upon request.
- C. In the event of any substantial change to professional liability coverage that affects residents or fellows, BHRS-SMC will ensure that written advance notice is provided to all affected residents and fellows. The notice will describe the nature and effective date of the change and will be communicated through institutional email and/or other official communication channels.

IV. Education and Communication

- A. The DIO and BHRS-SMC GMEC will ensure that this policy, the standard Agreement of Appointment/Contract templates, and summary information about professional liability coverage are available to residents, fellows, Program Directors, and relevant administrative staff.
- B. Program Directors will inform residents and fellows at orientation, and at least annually thereafter, of the existence and location of this policy and of the procedures for obtaining copies of their Agreement of Appointment/Contract and professional liability coverage documentation.

V. Policy Review

- A. This policy will be reviewed annually, or more frequently if ACGME requirements, County policies, or applicable laws change, to ensure ongoing compliance with ACGME Institutional Requirements and institutional and County standards.



SIGNATURES

Approved: _____ *Signature on File*
 Dr. Jei Africa, PsyD, FACHE
 BHRS Director

Approved: _____ *Signature on File*
 Dr. Tasha Souter, MD, FASAM
 BHRS Medical Director
 BHRS ACGME Designated Institutional Official

REVISION HISTORY

Date of Revision	Type of Revision	Revision Description