



HOUSE OFFICER APPOINTMENT AGREEMENT

The Tufts Medical Center, Inc., doing business as Tufts Medical Center, (the "Hospital") offers, and the Physician "House Officer" hereby accepts, appointment as a Resident/Fellow under the following terms and conditions.

HOUSE OFFICER: _____, M.D.

SPECIALTY/SUBSPECIALTY: _____

LEVEL OF TRAINING: Resident PGY_ Level _____

DURATION: July 1, 2014 to June 30, 2015

ANNUAL STIPEND: \$ _____

This Agreement describes the terms and conditions that govern the graduate medical education (GME) programs sponsored by Tufts Medical Center (Tufts MC) and your rights and obligations as a participant in the Program(s). Your signature at the end of the Agreement signifies your acceptance and agreement to the terms and conditions of your training at Tufts MC and affiliates.

1. TERMS OF APPOINTMENT

All House Officers are appointed for a period of one year. The House Officer acknowledges this appointment is subject to the Bylaws of Tufts Medical Center, and the Hospital's and or Program/Department policies and procedures, as well as the Bylaws, policies and procedures of any facility the House Officer rotates to, and is contingent upon:

- a) successful completion of the Hospital and Department appointment and/or reappointment process;
- b) fulfillment of the medical licensure requirements of the Massachusetts Board of Registration in Medicine;
- c) compliance with the Hospital's pre-employment procedures prior to beginning to the term of this Agreement;
- d) Provide necessary documentation as requested by the Hospital to establish the ability to work; the Criminal Offender Record Information (CORI) application, all Employee Health clearance and immunization activities, Transitional and/or Preliminary Certificates, Medical School Diploma and ECFMG certificates (if applicable).

2. HOUSE STAFF RESPONSIBILITIES: The House Officer Agrees to:

- Read and understand the expectations, standards and obligations set forth in the House Officer Agreement.
- Cooperate fully with the Program and Hospital in coordinating and completing RRC and ACGME accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, duty hours, statistical, operative and procedure logs, faculty and Program evaluations, and/or other documentation required by the RRC, ACGME, Hospital, Department, and/or Program. The House Officer agrees to cooperate fully in any investigations, discovery, and defense that may arise from their activities here. Failure to cooperate in such investigations, discovery or defense may result in personal liability.
- Comply with the applicable GME and Program specific duty hour policies, including accurate reporting of duty hours to the Medical Center through New Innovations.
- Comply with the Medical Center's policies and procedures regarding confidentiality of medical records and patient information, including policies restricting access to medical records. Failure to complete records on time may result in suspension from the Program until such records are completed or termination from the Program.

- Permit the Hospital to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body.
- Develop a personal program of self-study and professional growth with guidance from the teaching staff.
- Comply with institutional requirements for annual health and safety training, vaccinations and TB testing.
- Participate in all mandatory training, including training in blood borne and airborne pathogens, risk management and any other educational training requested by OSHA, JCAHO, or Hospital policy.
- Provide patient care, under appropriate supervision, as assigned by the Program Director or his/her designee, consistent with the educational goals of the program and the highest standards of patient care ("patient care" includes responsibility for associated documentation in the medical record and attendance at patient care rounds as assigned).
- Participate fully in the educational activities of his/her respective Program and, as required, assume responsibility for teaching and supervising other house staff and students.
- Make appropriate use of the available supervisory and support systems, seeking advice and input from the attending staff physician/s as appropriate, in accordance with GME Policy #109 - Supervision.
- Participate fully in the educational and scholarly activities of the program as specified by the Program Director, including attendance at didactic conferences, and other responsibilities which may include a research project, completion of examinations, maintenance of procedure logs, or other items.
- Develop an understanding of ethical, socioeconomic, and medical/ethical issues that affect graduate medical education and how to apply cost containment measures in the provision of patient care.

3. HOSPITAL RESPONSIBILITIES: The Hospital agrees to provide:

- A training program that meets the standards of the Institutional and Program Requirements of the Accreditation Council for Graduate Medical Education (ACGME) and/or that is accepted by the relevant specialty American Board.
- Payment of a stipend in regular installments, subject to Hospital payroll policies and the GME Compensation Policy # GME 108.
- To use its reasonable efforts, within available resources, to provide the House Staff with adequate and appropriate support staff and facilities in accordance with federal, state, local, and ACGME requirements.
- To reasonably accommodate the House Staff with known disabilities, in accordance with applicable federal and state laws protecting qualified individuals, and Tufts MC Human Resources Policy #A3.
- To orient the House Staff to the facilities, philosophies, rules, regulations, and policies of the Hospital and the Institutional and Program Requirements of the ACGME and the RRC.
- To use reasonable efforts to provide the House Staff with appropriate and adequate faculty and Medical-Dental Staff supervision for all educational and clinical activities.
- To use reasonable efforts to maintain an environment conducive to the health and well being of the House Staff.
- To evaluate the educational and professional progress and achievements of the House Officer on a regular and periodic basis. The Program Director will meet with the House Officer and provide a written summary of the evaluations provided by the Program Director and faculty at least once every six (6) months or more frequently if required by the Program and the RRC. House Officers may review and request a copy of their evaluations consistent with the GME policy on Evaluation, Advancement and Remediation of House Officers Policy # GME 101.

- To provide training on preventing sexual and other forms of harassment and the reporting and investigation mechanisms of such charges in accordance with the Hospital's Sexual & Workplace Harassment Policy # A2.
- To provide a written policy and inform the House Staff of the Hospital's policies for handling physician impairment, including impairment relating to substance abuse.
- To allow access to information related to eligibility for specialty Board Examination. The residency/fellowship program accreditation standards and the board certification standards for all programs are available from several resources. The American Board of Medical Specialties has a website (<http://www.abms.org>) which contains information on what the board certification eligibility requirements are offered at Tufts Medical Center. The individual residency offices also maintain copies of the program accreditation standards and board certification requirements and will provide them at the individual department orientation.

4. REQUIREMENTS FOR PROGRAM PARTICIPATION:

- Licensure:** All House Officers must have either (1) a full Massachusetts license or (2) a limited Massachusetts license prior to the date of appointment or the commencement date of the Program. House Officers may not work until the GME Office has been able to confirm current licensure directly with the BORM. It is the House Officer's responsibility to provide copies of information, materials and documents required for licensure to the GME Office.
- ECFMG Certificate:** All graduates of international medical schools must submit a copy of a valid Educational Council for Foreign Medical Graduates (ECFMG) Certificate as evidence of passing the ECFMG or the United States Medical Licensing Examination (USMLE) and English test.
- Rotations at Affiliates:** Most Programs include rotations at one or more affiliated institutions in order to provide the breadth of clinical experience necessary for full training. These affiliated institutions must meet the necessary accreditation requirements for your Program.
- Other Clearance Procedures:** Trainees must have successfully cleared both the CORI process and the employee health clearance prior to orientation or program start.
- Orientation:** All trainees must attend orientation prior to the start of training. In no case will trainees or programs be allowed to waive the requirement for orientation attendance.
- Pay/Stipend:** Trainees are not eligible to receive any kind of pay or stipend for any date prior to the confirmation of licensure.

5. BENEFITS:

VACATION: House Officers receive three weeks paid vacation and three personal days during each term of this Agreement (one year). The details are set forth in the GME Vacation and Personal Days Policy for House Officers Policy # GME 103. The House Officer's Program Director may have additional procedures for requesting vacation or personal days pertaining to the Program's specific requirements for utilizing this benefit.

LEAVES and SICK DAYS: Leave of absence and sick day benefits are provided to House Officers in accordance the GME Sick Days and Leave of Absence Policy # GME 106. Absences may affect the House Officer's ability to satisfy ACGME and American Board requirements for completion of a residency program. The effect of a leave of absence on program completion is outlined in the GME Extension of Training Policy # GME 107.

MALPRACTICE INSURANCE: House Officers are covered for professional liability for all Program related work under a policy provided by Tufts MC. The professional liability policy is on a modified-claim made basis, with limits of \$2,500,000 per incident/\$5,000,000 annual aggregate."

PROFESSIONAL ACTIVITIES OUTSIDE OF THE PROGRAM (MOONLIGHTING): Moonlighting is permissible at the discretion of the Program Director and with the approval of the GME Office, according established Program and GME policies and procedures. The House Officer must file an Authorization of Trainee Moonlighting Activity request with the GME Office and be properly credentialed by the Hospital they are moonlighting at. If the facility at which a House Officer is moonlighting requires higher malpractice limits, the House Officer is responsible for the payment of any additional malpractice premium.

Limitations: House Officers on any type of visa may not moonlight under any circumstance, under the Moonlighting and Internal Extra Clinical Duty Assignments – Policy # GME 104.” The provisions of the GME Policy on Moonlighting and Internal Extra Clinical Duty Assignments, Policy # GME 104 govern professional activities of the House Officer that are not a part of the training program; such as external moonlighting which must be counted towards the 80-hour Maximum Weekly Hour Limit.

Health, Life, Disability, and HIV Infection Indemnity Insurance:

- House Officers are eligible for medical insurance benefits on the first day of employment.
- Dental, disability, and life insurance benefits start the first day of the following month.

Completed forms must be returned to the Human Resources Benefits Office within 30 days of orientation in order to ensure timely coverage start dates.

Counseling, Medical, Psychological Support Services: The Tufts MC Employee Assistance Program (the "EAP Program") is available to House Officers and their immediate family members. The EAP Program provides assessment and serves as a referral source for those in need of further counseling. The program is free and is designed to assist with personal, family and work-related matters.

Job-related health services are provided to all employees including graduate trainees by Tufts MC Employee Health Services. Evaluation of any job-related injury or exposure is provided at no charge.

PHYSICIAN IMPAIRMENT: The Hospital’s Policy on Substance Abuse Policy and Physician Impairment Physician Health Policy # 2025 governs issues pertaining to physician impairment, including issues relating to substance abuse. The Massachusetts Medical Society offers confidentiality counseling and support through its Physician Health Services Division (http://www.massmed.org/AM/Template.cfm?Section=PHS_Home).

6. CERTIFICATES:

Certificates of Program completion are released upon completion of all patient records, including operative notes, and return of all hospital property (books, page receivers, uniforms, and other equipment) and when the House Officer has met all requirements and financial obligations of the Program.

7. HOSPITAL OR PROGRAM CLOSURE:

In the event the that the Hospital and/or Program is reduced or closed (Policy # GME 105);

- A. The Hospital and/or Program will notify the affected House Staff of a projected reduction, closure, or discontinuation date as soon as practicable after the decision is made.
- B. The Hospital will either permit the affected House Staff already in the Program to complete their education or assist the affected House Staff in finding appointments to other residency programs in the same specialty at the appropriate PGY level.
- C. The Hospital will provide proper care, custody and disposition of residency education records and will provide appropriate notification to licensure and specialty boards.

8. HOUSE OFFICER DESIRING TO LEAVE BEFORE CONTRACT END DATE:

The House Officer may terminate this Agreement with a 90 day written notice to the Program Director and the Tufts Medical Center’s Designated Institutional Official in the following situations:

- A. The House Officer decides to change specialties;
- B. The House Officer decides he/she no longer wishes to practice medicine;
- C. When mutually agreed upon by both parties (e.g. extended medical leave that exceeds the 12 weeks allowable under the Family Medical Leave Act where there is no reasonable chance of the House Officer resuming their duties).

In the interests of professionalism and educational progression, Tufts Medical Center’s Graduate Medical Education programs strongly encourage House Staff to complete the academic year they are in prior to changing specialties.

9. CONDITIONS FOR RE-APPOINTMENT:

The agreement expires at the end of the period defined above, unless sooner terminated in accordance with applicable policies. The agreement will be renewed by written notification to the House Officer upon successful evaluation by the Program Director and/or Department Chair as to the House Officer's ability to continue with the program and their successful completion of the previously assigned post-graduate level of the training program. The Program Director may consider input from supervising faculty, Chief Residents and others who have worked closely with the House Officer during the period of this agreement. The Program Director may also consider the results of an in-training examination, if applicable. The House Officer must have completed responsibilities as appropriately assigned within the scope of the training program and attained the knowledge and skill necessary to progress to the next level of post-graduate training.

Conditions for Progressive Program Advancement: Program advancement is based on evidence of satisfactory progressive clinical knowledge and skill, professional behavior, adherence to ethical standards, adherence to Tufts MC policies and procedures, patient/staff interactions, and demonstrated ability to assume increasing responsibility for patient care as determined by the Program Director. Failure to achieve the proficiency level required by the Program may result in non-promotion, non-renewal or termination of appointment. House Officers who engage in misconduct also may be subject to discipline, including termination.

In instances where (i) this agreement will not be renewed (other than by mutual agreement or program completion), or (ii) the Program Director has determined the House Officer should not be promoted to the next level of training, the House Officer will be given written notice no later than four months prior to the agreement termination date, unless the primary reason/s for and/or the decision to not renew or promote occurs within the last four months of the term of this agreement, in which case the graduate trainee will be provided with as much advance written notice of the intent to not renew or promote as the circumstances will reasonably allow. The House Officer may request a Hearing in accordance with the Policy on Procedures for Discipline and Dismissal of House Officers and Appeal Process Policy # GME 102.

10. GRIEVANCES AND RIGHTS:

GRIEVANCES: This Agreement may be terminated by the Hospital prior to its expiration for reasons stated in the GME Procedures for Discipline and Dismissal of House Officers and Appeal Process Policy # GME 102. These Procedures also state the Hospital's policy on adjudication of House Staff complaints and grievances related to the work environment or issues related to the program or faculty.

RIGHTS: This Agreement does not confer upon the House Officer any rights or obligations under the Hospital's Medical Staff Bylaws, and the House Officer's participation in the Hospital's training program(s) does not guarantee or imply the House Officer, at any time, any right to a medical staff appointment at the Hospital, any Employment by or at the Hospital, or any employment by any of the physician practices Affiliated with Hospital. The House Officer affirms that he/she has read and accepts the terms and conditions of this Agreement, and all the policies referenced herein.

TUFTS MEDICAL CENTER

HOUSE OFFICER

Signature

Signature

Name: Jeffrey. T.Kuvin, MD, FACC, FACP
GME Designated Institutional Official

Print Name: _____

Date: _____

Date _____