

HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA

HOUSE OFFICER AGREEMENT

2004-2005

This Agreement is made and entered this _____ day of _____, 2004 (“Agreement”) by and between _____ (“House Officer”) and the Trustees of the University of Pennsylvania, owner and operator of the Hospital of the University of Pennsylvania (“Hospital” or “HUP”).

Background

The House Officer desires to obtain academic and clinical training at the Hospital and the Hospital desires to offer the House Officer participation in a Residency Training Program in the Department of _____ (“Department”).

Terms

To this end, the Hospital and the House Officer hereby agree as follows:

I. Eligibility for Participation in Residency Training Program

A. The House Officer hereby certifies that he/she:

1. is a graduate of a medical school;
2. is qualified for resident eligibility according to the *Essentials of Accredited Residencies in Graduate Medical Education* of the American Medical Association Graduate Medical Education Directory;
3. has been approved for clinical training by the State Board of Medicine of the Commonwealth of Pennsylvania;
4. has been approved for clinical training by the state board of medicine (or its equivalent) of any other state in which the House Officer rotates as part of the Residency Training Program; and
5. has not been suspended, excluded from participation in or penalized by Medicaid, Medicare or any other state or federal reimbursement health care program.

B. If the House Officer is a foreign national, he/she hereby agrees to present, prior to beginning the residency program, the following:

1. Proper documentation permitting him/her to participate in post graduate educational programs in the United States of America, the Commonwealth of Pennsylvania, and any other state in which the House Officer rotates as part of the Residency Training Program; and
2. Proper documentation regarding the Foreign Medical Graduate Examination to the program director within the Department in which he/she is assigned.

C. The House Officer shall maintain and provide to the Office of Graduate Medical Education a valid Pennsylvania Medical License and a valid medical license for any other state in which the House Officer rotates as part of the Residency Training Program, i.e. a medical

training license, commensurate with his/her level of training and with the PGTY level stipulated in this Agreement. The House Officer shall immediately notify the Hospital if any of his/her licenses are suspended or revoked. If the House Officer does not maintain the required license(s), he/she is subject to immediate suspension of practice privileges and may be expelled from the Residency Training Program.

- D. The House Officer shall successfully complete a physical examination within one (1) month of his/her hire date.

II. House Officer Duty and Responsibilities

- A. A description of the educational experience of the Residency Training Program, including the nature of the assignments to other programs or institutions will be provided by the Department.

- B. The House Officer's duties and responsibilities in the Residency Training Program will include, but not be limited to, the following:

1. developing a personal program of self-study and professional growth with guidance from the teaching staff;
2. participating in safe, effective and compassionate patient care, under the supervision commensurate with his/her level of knowledge, training and skill;
3. participating fully in the educational activities of his/her program and, as required, assume responsibility for teaching and supervising other house officers and students;
4. participating in institutional orientation, programs and activities involving the medical/professional staff at the hospital and adhere to established practices, procedures, and policies of the Hospital, the Department and the medical/professional staff;
5. participating in an educational program regarding physician impairment, including substance abuse;
6. participating in institutional committees and councils, especially those that relate to patient care review activities;
7. participating in the evaluation of the quality of education provided by the Residency Training Program; and
8. developing an understanding of ethical, medical/legal, socio-economic and cost containment issues that affect the provision of patient care and graduate medical education.

- C. The House Officer hereby agrees to obey and comply with all applicable rules, regulations, policies (including medical record policies), bylaws and practices of the Hospital, Clinical Practices of the University of Pennsylvania ("Clinical Practices"), the University of Pennsylvania Health System ("UPHS"), the medical staff and the departments. The House Officer accepts that, at any time and for any reason, rules, regulations, policies, bylaws and practices may be adopted, changed or amended. Failure of the House Officer to obey and comply with any of the above may lead to disciplinary or other adverse action, including but not limited to termination of this Agreement. These rules include, but are not limited to, limiting the House Officer's duty hours, including all time spent moonlighting within UPHS, to no more than 80 hours per week (as averaged over any four week period). The Hospital agrees, and the House Officer acknowledges, that under no circumstances will House Officer be retaliated against for accurately reporting weekly duty hours.

- D. The House Officer hereby agrees to perform all medical services the Hospital conventionally associates with the Residency Training Program in a manner compliant with the standards of service established by the Hospital, the Accreditation Council for Graduate Medical Education (“ACGME”), the Joint Commission on Accreditation of Healthcare Organization, and federal, state and local agencies.
- III. Confidential Information: The House Officer is required to keep confidential certain information, including patient protected health information, as well as employee, business and financial information. House Officer agrees and acknowledges that during the course of his/her employment, House Officer may become aware of such private and confidential information. House Officer agrees to keep this information confidential forever and not disclose it to others, including employees of the Hospital, the Clinical Practices, the University of Pennsylvania Medical Center and UPHS and patients and family members, unless there is a need to know and House Officer is otherwise authorized by Hospital, UPHS, the patient (for that patient’s specific information) or, where appropriate, as required by law. House Officer agrees to comply with Hospital’s policies and procedures regarding protected health information under Health Insurance Portability and Accountability Act (“HIPAA”) laws and regulations and acknowledges that he/she shall be or has been trained in the appropriate uses and disclosures of protected health information as they relate to his/her specific job description.
- IV. Professional Liability Coverage: The Hospital shall provide professional liability coverage for the House Officer as described in **Exhibit “A”** which is attached hereto and made part of this Agreement by reference.
- V. Outside Work “Moonlighting”
- A. It is expected that the House Officer shall devote the entirety of his/her working time to the Hospital and the Residency Training Program. Consistent with that obligation, it is hereby agreed that the Department Chair or Program Director may prohibit the House Officer from performing medical services unrelated to the Residency Training Program at another health care facility or at the Hospital. House Officer shall not be required to moonlight and will inform the Office of Graduate Medical Education if required to do any moonlighting.
- B. The House Officer agrees to give his/her program director advance written notification of all moonlighting activities.
- C. If the House Officer provides services at another health care facility (other than services required by the ACGME and the Hospital to be performed at other health care facilities as part of the Residency Training Program), the Hospital will not indemnify the House Officer against claims arising out of the services provided at that facility. The House Officer hereby agrees to so inform that facility.
- D. If the House Officer performs medical services at another health care facility, he/she shall obey the rules and regulations which are applicable at that facility, so long as they do not conflict with this Agreement.
- E. The House Officer will address any questions regarding scope of responsibilities and indemnification to the Office of Graduate Medical Education.
- F. The name of the Hospital, the University of Pennsylvania, or any of its derivatives, must not be used in any announcement, advertising matter, publication, correspondence, or

report in connection with personal or unofficial activities or services of the House Officer unrelated to the residency training program, if such use in any way could be construed as implying Hospital or University of Pennsylvania endorsement of any such project, product, or service.

- VI. Performance Evaluation: As the position of House Officer involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal education activities, the competence of the House Officer is evaluated on a regular basis. Records of the evaluations will be maintained as confidential. Notwithstanding the foregoing, in the event prospective employers inquire as to the performance of the House Officer in the Residency Training Program, the Hospital and its attending physicians are free to provide references, including information included in such evaluations, as is consistent with their respective obligations to the profession and to the community served by the Hospital.
- VII. House Officer Stipend and Benefits
- A. The House Officer's stipend for the postgraduate training year is determined annually by the Hospital unless otherwise established by the Department Chair. Stipends are paid on a bi-weekly basis. They are effective July 1, 2004, and will be communicated to the House Officer in writing prior to that date.
 - B. The Department, in conjunction with the Hospital, shall determine policies regarding vacation and leaves of absence. Due to the various ACGME Residency Review Committee requirements for continuous time off in individual programs, policies for vacation and leave are promulgated at the Department level. A copy of the vacation and leave policy for House Officer's program is attached as **Exhibit "B."**
 - C. The Hospital and/or Department may provide additional benefits to the House Officer. If the House Officer is eligible to receive these benefits, he/she will be informed by the Department Chair and a written description of the benefits will be made available.
- VIII. Schedules of assignments shall be posted in the Department in a conspicuous location.
- IX. Policies and Procedures
- A. The Hospital maintains and enforces policies and procedures governing various issues, including but not limited to, the following; sexual harassment (Graduate Medical Education Policies and Procedures (GME #III-R), racial harassment (Hospital Policy Manual (HPM #02-05-18), corrective action and review (GME #III-BB), eligibility and selection (GME #III-C, #III-A), evaluation and promotion (GME #IV-O), duty hours and on-call assignment (GME #IV-D), impaired house staff including substance abuse (GME #III-O), leaves of absence including vacation and sick leave (GME #III-N), financial support, disability and health insurance (GME #III-G), basic life support certification (GME #III-I), house staff parking/commuter privileges and meals (GME #III-G), grievance procedures (GME #III-L), counseling, medical, and psychological support services (GME #III-P), HIPAA (GME #II-L).
 - B. These policies and procedures are available in the House Staff Policy Manual, which is located in the Office of Graduate Medical Education and in the offices of Program Directors. All House Officers are encouraged to review these policies and are required to abide by them.

- X. Closure. The Hospital will inform House Officer of adverse accreditation actions taken by the Accreditation Council for Graduate Medical Education in a reasonable period of time after the action is taken. Should the Hospital begin the process of closing the residency training program for accreditation reasons or for other reasons, House Officer will be informed when reasonable. In case of such a closure or in case of the closure of Hospital, the Hospital will cooperate with House Officer in his/her search for a new residency position and will provide pay continuation benefits to the extent House Officer is otherwise eligible under Hospital Policy, if any.
- XI. Living Quarters. Hospital will supply suitable on-call quarters and laundry service.
- XII. Terms of Agreement. The term of this House Officer Agreement is one (1) year, commencing on July 1, 2004 and ending on June 30, 2005 (or _____, 2004 to _____, 200_, whichever is sooner) in the Department. Early termination of this Agreement or reappointment as a House Officer for a subsequent year is dependent upon Department/Hospital policy and satisfactory performance by the House Officer. Reappointment shall be pursuant to a new Agreement.
- XIII. Non-renewal of Agreement. A written notice of intent not to renew Agreement will be provided a minimum of four months prior to the end of this Agreement. However, if the primary reason(s) for non-renewal occurs within the four months prior to the end of this Agreement, written notice of intent not to renew will be provided within as much time as the circumstances allow. The House Officer will be notified of his or her rights to implement grievance procedures in accordance with GME #III-L.
- XIV. Miscellaneous Provisions
- A. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- B. Jurisdiction. Both parties agree to the exclusive jurisdiction of the Courts of the Common Pleas of Philadelphia, Pennsylvania or the United States District Court for Eastern District of Pennsylvania in any action or proceeding pursuant to this Agreement.
- C. Complete Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all previous Agreements or understandings. Except as expressly provided therein, no additions or changes may be made to this Agreement without the written consent of both parties.
- D. Severability. In the event that any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this Agreement (or the application of such clause or provision to a different set of circumstances).
- E. Waiver or Default. Failure by the Hospital to enforce at any time, or for any period of time, any of the provisions hereof shall not be construed to be a waiver of such provisions nor of the right of the Hospital hereafter to enforce each and every provision.
- F. Captions. The captions to the paragraphs in this Agreement are included for convenience only and are not intended to modify or explain the terms of this Agreement.

In witness whereof, and intending to be legally bound, House Officer and Hospital hereby execute this Agreement:

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, OWNER AND OPERATOR OF THE HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA

House Officer (signature)

Garry L. Scheib
Executive Director

House Officer (print name)

Department Chair

Date House Officer Signed

Department

Last Four Digits of
Social Security Number

Training Level _____

Annual Salary \$ _____

House Officer's signature above signifies that he/she is in receipt of and has read the exhibits and policies referenced in this Agreement.

Exhibit "A"

UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM

HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA

SUMMARY OF

**HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA
PROFESSIONAL LIABILITY COVERAGE FOR HOUSE OFFICERS
(POLICY PERIOD 7/1/2004 TO 6/30/2005)**

House Officers are covered by the University of Pennsylvania Health System's professional liability program while performing duties relating to the training program.

PGY 1 and PGY 2 House Officers are provided professional liability coverage as part of the general hospital coverage. The basic coverage for the Hospital is \$1,000,000 for each occurrence with a total basic coverage of \$4,000,000 for all occurrences as required by Pennsylvania's Act 13, the Medical Care Availability and Reduction of Error Act.

House Officers at a PGY 3 level and above are provided individual professional liability coverage. The basic coverage for each physician is \$1,000,000 for each occurrence with a total basic coverage of \$3,000,000 for all occurrences as required by Pennsylvania's Act 13, the Medical Care Availability and Reduction of Error Act.

Tail coverage will be paid as a portion of insurance premium in compliance with Section 701(A) of the Pennsylvania Health Care Services Malpractice Act.

House Officers on rotation to another hospital, must CONSULT with their Department to VERIFY liability coverage while on rotation. PROFESSIONAL LIABILITY COVERAGE DOES NOT COVER ACTIVITIES NOT RELATED TO THE TRAINING PROGRAM, e.g., "MOONLIGHTING ACTIVITIES UNLESS WITHIN THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM AND APPROVED BY THE HOUSE OFFICER'S PROGRAM DIRECTOR."

Exhibit “B”

HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA

VACATION AND LEAVE POLICY FOR HOUSE OFFICER PROGRAM