

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: <<Program>>
LEVEL OF TRAINING: PGY Level
DURATION: 7/1/2021-6/30/2022
ANNUAL STIPEND: <<Compensation>>

This Agreement describes the principles which govern the Tufts Medical Center (Tufts MC) graduate medical education (GME) programs sponsored by Tufts (Tufts MC) and your rights and obligations as a participant in the Program. 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.

The term "House Officers" shall include physicians, or other graduates of a doctoral program who are enrolled in a Hospital-sponsored training program as interns, residents or fellows (hereinafter "Resident").

1. TERMS OF APPOINTMENT

All Residents and Fellows (House Officers) are appointed for a period of one year. The graduate trainee acknowledges that this engagement is subject to the bylaws, policies and procedures of the Hospital's Medical/Professional Staff and the Department of <<Program>>, 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; 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. RESIDENT/FELLOW 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. Further, agree to cooperate fully in any investigations, discovery, and defense that arise. Failure to cooperate may result in personal liability. Failure to complete records on time may result in suspension from the Program until such records are completed or termination from the Program.

Abide by the rules, regulations, procedures and policies of the Program, Tufts MC and any hospital or other facility while on a rotation at such hospital or facility, as they may be amended from time to time.

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.

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 as requested in all mandatory training, including, without limitation, training in blood borne and airborne pathogens, risk management and any other educational training requested by OSHA, JCAHO, or per Hospital policy.

Provide patient care, under appropriate supervision, as assigned by the training 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, which should be completed in a timely fashion, 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 residents and students.

Make appropriate use of the available supervisory and support systems, seeking advice and input from the attending staff physician/s when and as appropriate, and in accordance with the Resident Supervision Policy GME 117.

Participate fully in the educational and scholarly activities of the training program as specified by the training 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 best efforts, within available resources, to provide the Resident with adequate and appropriate support staff and facilities in accordance with federal, state, local, and ACGME requirements.

To reasonably accommodate those Residents with known disabilities, in accordance with applicable federal and state laws protecting qualified individuals, and Tufts MC Human Resources Policy #A3.

To orient the Resident to the facilities, philosophies, rules, regulations, and policies of the Hospital and the Institutional and Program Requirements of the ACGME and the RRC.

To provide the Resident with appropriate and adequate faculty and Medical-Dental Staff supervision for all educational and clinical activities.

To maintain an environment conducive to the health and well-being of the Resident.

To evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Resident on a regular and periodic basis. The Program Director shall present to and discuss with the Resident a written summary of the evaluations at least once during each six (6) month period of training and/or more frequently if required by the Program and the RRC. House Officers may review and request a copy of their evaluation files consistent with the GME policy on Evaluation, Advancement and Remediation of House Officers GME 101.

To provide training related to preventing sexual and/or other forms of harassment and a mechanism for reporting and investigating such charges. See Medical Center Policy 7.0c (Discrimination and Harassment Policy Including Sexual Harassment).

To provide a written policy regarding physician impairment, including substance abuse, and inform the Resident 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 board certifications are required to enter each program 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:

- A. **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. All House Officers wishing to apply for a full Massachusetts license must inform the Graduate Medical Education office by December 15. All new House Officers must provide proof of valid full license by April 1 preceding the academic year appointment. In the event that a full license has not been issued by April 1, the incoming House Officer is required to apply for a limited Massachusetts license by April 15. 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. House Officers on full license are responsible for renewing their own license and ensuring that all licensure or certification requirements are up to date. The Graduate Medical Education office must receive proof of licensure/certification from all of the trainees at least three weeks prior to expiration. Trainees are not eligible to receive any kind of pay or stipend for any date prior until confirmation of licensure.
- B. **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.
- C. **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.
- D. **Trainees must have received a license to practice medicine in the State of MA and met all other program participation requirements, including providing documentation of medical school completion, copies of license application and any other documents or certificates required. Trainees must have successfully cleared both the CORI process and the employee health clearance prior to orientation or program start.**
- E. **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.**

5. BENEFITS:

VACATION: House Officers are entitled to three weeks of paid vacation and three personal days during each term of this Agreement. The details of this benefit are set forth in the GME Vacation and Personal Days Policy for House Officers GME 103. In addition, the House Officer's Program Director may supplement the Hospital's policy with written procedures pertaining to the individual program's requirements for utilizing this benefit.

LEAVES and SICK DAYS: Leave of absence and sick day benefits are provided to House Officers in accordance with the GME Sick Days and Leave of Absence Policy GME 106.

Absences may affect the House Officer's ability to satisfy the ACGME and American Board requirements for completion of a residency program. The effect of leave of absence on program completion is governed in part by the GME Extension of Training Policy GME 107.

All 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-claims made basis, with limits of \$2,500,000 per incident/\$5,000,000 annual aggregate."

Professional Activities Outside of the Program (Moonlighting): Professional activities outside of the Program, e.g., moonlighting, are permissible only at the discretion of the Program Director and with approval of the GME Office, according to the Program's and GME's moonlighting policies/procedures. To be covered for moonlighting, the house officer must file a completed Authorization of Trainee Moonlighting Activity form with the GME Office for submission to the WIC insurance office

prior to moonlighting and be properly credentialed for moonlighting by the appropriate hospitals through their Credentials Committee. If the facility at which a House Officer moonlights requires higher malpractice limits, the House Officer is responsible for the payment of any additional malpractice premium. House Officers on any type of visa may not moonlight under any circumstance, under the "Moonlighting and Internal Extra Clinical Duty Assignments – GME Policy 104." The provisions of the GME Policy on Moonlighting GME 104 also 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 health, insurance benefits starting their first day of employment. Other benefits such as dental, life, disability and occupational HIV insurance start on the first of the month following (or coinciding with) the date of employment. Completed forms must be returned in a timely manner in order to ensure receipt of benefits.

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 and Physician Impairment,- Physician Health Policy 2025, governs issues pertaining to physician impairment, including issues relating to substance abuse. Additionally, 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 will be released upon completion of all patient records, including operative notes, and return of all hospital property (books, page receivers, uniforms, and other equipment) on or before the date the Program year ends 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 (GME Policy GME 105);

- A. The Hospital and/or Program will notify the affected Residents 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 Residents already in the Program to complete their education or assist the affected Residents 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. RESIDENT DESIRING TO LEAVE BEFORE CONTRACT END DATE:

Residents may terminate this Agreement with a 90 day written notice to the Program Director and the Tufts Medical Center's Designated Institutional Official in situations in which: (i) the Resident decides to change specialties; (ii) the Resident decides to no longer practice medicine or (iii) other reasons mutually agreed upon by both parties (e.g., extended medical leave exceeding the 12 weeks allowable under the Family Medical Leave Act and where there is no reasonable chance of the resident resuming their duties).

In the interests of professionalism and educational progression, the GME Office and its respective programs strongly encourage Residents to complete the academic year they are in prior to changing specialties.

9. CONDITIONS FOR RE-APPOINTMENT:

This term of engagement expires at the end of the period defined above, unless sooner terminated in accordance with applicable policies. The engagement will be renewed by written notification to the graduate trainee upon successful evaluation by the training program director and/or Department Chief as to the graduate trainee's ability to continue with the program, successful completion of the assigned post-graduate level of the training program, as determined by the training program director. In making this determination the training program director may consider input from supervising attending physicians, chief residents and others who have worked closely with the graduate trainee during the period of this engagement. The training program director may also consider the results of an in-training examination, where applicable. The graduate trainee must, at a minimum, 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 the non-promotion, non-renewal or termination of appointment. House Officers who engage in misconduct also may be subject to discipline, up to and including termination.

In instances where (i) this engagement will not be renewed (other than by mutual agreement or program completion), or (ii) the training program director has determined that the graduate trainee should not be promoted to the next level of training, the graduate trainee will be given written notice no later than four months prior to the agreement termination date shown above, 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, and the graduate trainee may request a hearing in accordance with the attached Policy on Procedures for Discipline and Dismissal of House Officers and Appeal Process 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 GME 102. These Procedures also state the Hospital's policy on adjudication of resident 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: _____
GME Designated Institutional Official

Print Name: _____

Date: _____

Date: _____