

**TUFTS-NEW ENGLAND MEDICAL CENTER HOSPITALS, INC.  
HOUSE OFFICER APPOINTMENT AGREEMENT**

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

**HOUSE OFFICER:** XXX XXXXX, M.D.

**SPECIALTY/SUBSPECIALTY:** XXXXXXXXXXXXX

**LEVEL OF TRAINING AND DESCRIPTION OF ROLE:** Clinical Fellow PGY X Level

**DURATION (One year):** 1 July 200X to 30 June 200X

**ANNUAL STIPEND:** \$XXXXXXXX

I. General Provisions:

A. The Hospital agrees to provide:

1. 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 American Board of that specialty.
2. Unless otherwise stipulated above, payment of a stipend in regular installments, subject to Hospital payroll policies.

B. The House Officer Agrees to:

1. Participate in safe, effective, and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility.
2. Agrees to fulfill the educational and clinical responsibilities of the graduate medical education training program requirements as stated in the ACGME Program Requirements and other approved standards; and in accordance with the policies, procedures, and goals/objectives of the Residency or Fellowship Program to which the House Officer is assigned.
3. Comply with the Hospital's pre-employment procedures prior to beginning to the term of this Agreement.
4. Conform to all applicable rules, regulations, policies and procedures of the Hospital, the training program, and any other hospital or clinic to which the House Officer is assigned during the term of the training program. This includes conformance with the any of the Hospital's Human Resources policies that are applicable to housestaff, including, but not limited to, the Hospital's Sexual Harassment Policy.
5. Accurately and appropriately complete all patients' medical records within the time period specified by the Hospital.

The specific procedures for appointment and reappointment of the House Officer staff are set forth in the Policy on Evaluation, Advancement, and Remediation of House Officers.

- C. This Agreement may be terminated *by the Hospital* prior to its expiration for reasons stated in The Hospital's Procedures for Discipline and Dismissal of House Officers and Appeal Process.
- D. The Parties agree that the House Officer will terminate this Agreement with 30 days prior written notice to the program director.
- E. The provisions of the Hospital's Policy on Moonlighting govern Professional activities of the House Officer that are not a part of the training program.
- F. In the event that the number of House Officers in the Hospital's program is reduced, or the Hospital's training program is discontinued, the provisions of the Hospital's Policy Regarding Residency Program Closure or Position Reduction will apply.
- G. 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.

## II. BENEFITS

- A. **Vacation:** House Officers are entitled to three weeks of paid vacation during each term of this Agreement. The details of this benefit are set forth in the Tufts-New England Medical Center Hospitals, Inc. Vacation and Personal Days Policy for House Officers. 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.
- B. **Employee Benefit Plans:** The House Officer is eligible to participate in the Hospital's employee benefits programs, which include health, dental, short and long term disability, and life insurance coverage. Copies of specific policies currently in effect are available from the Hospital's Human Resources Department. The type and level of coverage shall be governed by the Hospital's benefit policies in effect during the term of this Agreement.
- C. **Professional Liability Insurance Coverage (Malpractice):** All House Officers are provided with professional liability insurance coverage through the Hospital's Self-Insurance Program for all activities and rotations undertaken as part of the House Officers specific training program. Coverage for professional activities outside the program (moonlighting) is not provided and must be arranged by the House Officer, in accordance with the Policy on Moonlighting for House Officers.
- D. **Disability Insurance:** In the event of a disabling illness or injury, assuming coverage for these plans has been selected by the House Officer at the time of benefit enrollment, the House Officer may be eligible to continue to receive benefits under the Hospital's short and/or long-term disability plans,

- E. **Leave of Absence:** Leave of absence benefits are provided to House Officers in accordance the Tufts-New England Medical Center Hospitals, Inc. Sick Days and Leave of Absence Policy. Extended leaves of absences may affect the House Officer's ability to satisfy the ACGME's criteria for completion of a residency program. Programs have specific policies regarding the effect of leave of absence on program completion.
- F. **Uniforms:** Uniforms will be provided and laundered for all House Officers (including scrub suits and white coats).
- G. **Living Quarters (while on duty), Meals (while on call):** On call rooms are provided by the Hospital. "Living quarters while on duty" consists of a shared overnight room that the Hospital will provide without expense to the House Officer. House Officers who are assigned to overnight call may be eligible for financial assistance for meals as determined by the House Officer's Program Director.
- H. **Counseling, Medical, Psychological Services and Other Support Services:** The Hospital offers confidential counseling services to House Officers at no charge through the Employee Assistance Program ("EAP").
- I. **Physician Impairment and Substance Abuse:** The Hospital's Policy on Substance Abuse and Physician Impairment governs issues pertaining to physician impairment, including that due to substance abuse. Additionally, the Massachusetts Medical Society offers confidentiality counseling and support through its Physician Health Services Division.

The House Officer affirms that he/she has read and accepts the terms and conditions of this Agreement, the appended Self-Insurance program-Statement of Policy, and all the policies referenced herein.

***This Agreement must be signed by all Parties and returned to the Office of Graduate Medical Education prior to beginning training.***

In witness whereof the Parties hereto have subscribed their names:

**TUFTS-NEW ENGLAND MEDICAL CENTER  
HOSPITALS, INC.**

**HOUSE OFFICER**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

**Name: Deeb Salem, M.D.  
Chief Medical Officer**

**Print Name:** \_\_\_\_\_

**Date: \_November 11, 2005\_** \_\_\_\_\_

**Date** \_\_\_\_\_

**Cc: Clinical Department**