

**TUFTS MEDICAL CENTER
HOUSE OFFICER APPOINTMENT AGREEMENT**

The Tufts Medical Center Hospitals, 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: XXX XXXXX, M.D.
SPECIALTY/SUBSPECIALTY: XXXXXXXXXXXXX
LEVEL OF TRAINING: Resident PGY X Level
DURATION: 1 July 20XX – 30 June 20XX
ANNUAL STIPEND: \$XXXXXXXXXX

PART ONE

- A. **HOSPITAL RESPONSIBILITIES:** 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 relevant specialty American Board.
 2. Payment of a stipend in regular installments, subject to Hospital payroll policies and the GME Compensation Policy.
- B. **RESIDENT/FELLOW RESPONSIBILITIES:** The House Officer Agrees to:
1. Participate in safe, effective, and compassionate patient care under supervision, commensurate with his/her level of advancement and competency.
 2. Agrees to fulfill the educational and clinical responsibilities of the Graduate Medical Education 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 appointed.
 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 medical records within the time period specified by the Hospital.

- C. REAPPOINTMENT: The specific procedures for reappointment of the House Officer staff are set forth in the GME Policy on Evaluation, Advancement, and Remediation of House Officers.
- D. 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. 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.
- E. DUTY HOURS: In addition to ACGME Duty Hour Requirements as specified in Common and Specialty-specific Program Requirements, House Officers follow the Hospital's GME Duty Hour Guidelines as well as program-specific policies. The provisions of the GME Policy on Moonlighting govern professional activities of the House Officer that are not a part of the training program.
- F. CLOSURE: In the event that the number of House Officers in the Hospital's program is reduced, or the Hospital's training program is discontinued or there is a disruption in patient flow, the provisions of the Hospital's Policy Regarding Residency Program Closure or Position Reduction will apply.
- G. 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.

PART TWO

- A. 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. 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. 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. Extended leaves of 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.
- C. HEALTH INSURANCE: The House Officer is eligible to participate in the Hospital's employee benefits programs, which include health, dental, 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.
- 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 compensation under the Hospital's short and/or long-term disability plans,

- E. **MALPRACTICE INSURANCE:** 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 Officer's training program.
- F. **UNIFORMS:** Uniforms will be provided and laundered for all House Officers (including scrub suits and white coats).
- G. **ON-CALL MEALS AND ROOMS:** On- call rooms are provided by the Hospital. House Officers who are assigned to overnight in-house call will be eligible for financial assistance for meals as determined by the GME Office.
- H. **COUNSELING:** The Hospital offers confidential counseling services to House Officers at no charge through the Employee Assistance Program ("EAP").
- I. **PHYSICIAN IMPAIRMENT:** 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.

TUFTS MEDICAL CENTER

HOUSE OFFICER

Signature

Signature

Name: Jeffrey Kuvin, M.D.
GME Designated Institutional Official

Print Name: _____

Date: _September 12, 2011_____

Date_____

cc: Clinical Department