RHODE ISLAND HOSPITAL
HOUSE OFFICER'S AGREEMENT

Rhode Island Hospital (the "Hospital" or "Campus" or "Duty Site") offers and the Physician "House Officer" hereby accepts appointment as Resident/Fellow under the terms and conditions of the policies set forth in the Hospital's House Officer's Handbook (available at http://intranet.lifespan.org/intranet-sites/departments/graduate-medical-education/resources/house-officers-handbook), and subject to the terms and conditions of this Agreement.

HOUSE OFFICER:

SPECIALTY:

LEVEL OF TRAINING (Year):

DURATION: (one year) **FROM:** **TO:**

ANNUAL STIPEND: **$**

I. GENERAL PROVISIONS

A. The Hospital Agrees to Provide:

1. A training program that meets the standards of the Common and Program Specific Requirements for Accredited Training Programs as prescribed by the Accreditation Council for Graduate Medical Education and/or that is accepted by the American Board of that specialty.

2. Payment of a stipend in regular installments, subject to stipulations specified herein and Hospital policies regarding payroll production and payment for disabilities whether related or non-related to the training program.

3. The Hospital's obligation to provide said program and payments at all times is subject to the House Officer's performance hereunder.

4. An environment in which residents may raise and resolve issues without fear of intimidation or retaliation through support of the Council of Residents, personnel resources in the office of Graduate Medical Education and house staff membership on hospital and Graduate Medical Education committees. The policy on Eligibility, Selection, Evaluation, Advancement, Supervision and Due Process for House Officers (available at http://www.lifespan.org/services/gme/amc/manual/5/due-process.pdf) provides procedures

for adjudication of resident complaints and grievances related to actions that could affect their career progression.

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. Participate fully in the educational activities of his/her program and, as reasonably required, assume responsibility for teaching and supervising other House Officers and students.

3. Participate in institutional programs and activities involving the medical staff, and adhere to established practices, procedures and policies of the other institutions participating in activities and rotations assigned as part of the specific training program.

4. Provide requested information and documentation to the Hospital evidencing that he/she is eligible for limited medical registration or full licensure as a physician in the state of Rhode Island.

5. As a Lifespan employee, be responsible for having familiarity with applicable provisions of the Lifespan Corporate Compliance Program and adhering to Lifespan's Code of Conduct and General Compliance Policies.

6. Participate in institutional committees, councils and task forces, especially those that relate to patient care activities.

7. Develop a personal program of self-study and professional growth with guidance from the teaching staff.

8. Conform to all applicable federal and state laws and regulations in effect from time to time.

9. Apply cost containment measures in the provision of patient care.

10. Complete all patients' medical records within the time period specified by the Hospital.

11. At all times comply with the Hospital's Policy on Sexual Harassment available at (http://intra.lifespan.org/compliance/CCP/ccpm-14.pdf) and located in the House Officers' Handbook, which prohibits any form of harassment or mistreatment of others. Failure to comply with this Policy may result in disciplinary action, including termination.

12. If requested by the Hospital, complete forms and provide documentation deemed necessary by the Hospital to permit Hospital to obtain a background security check or criminal background check on the House Officer.

C. It is agreed that the initial term of this Agreement shall be one year as set forth above. The parties agree that, subject to the Hospital's determination of the House Officer's adequate performance of duties, the structure and capacity of the program, the financial capacity and

needs of the Hospital, and a favorable recommendation from the Chief of Service, the House Officer, with his/her agreement, will be re-appointed annually through the completion of the normal course of training of the respective program. The specific procedures for appointment and reappointment as a House Officer are set forth in the Policy on Eligibility, Selection, Evaluation, Advancement, Supervision and Due Process for House Officers, located in the House Officers' Handbook and is available at http://intranet.lifespan.org/forms-files/gme-policy-eligibility-selection-evaluation-advancement-supervision-advancement-supervision-and-due-process-house-officers. A House Officer shall be informed in writing of any decision not to renew his/her appointment no later than four months prior to the House Officer's current Agreement in accordance with the policy on Eligibility, Selection, Evaluation, Advancement, Supervision and Due Process for House Officers located in the House Officer's Handbook.

D. Both parties acknowledge and agree to the terms of the Policy on Eligibility, Selection, Evaluation, Advancement, Supervision and Due Process for House Officers, which is considered a part of this Agreement, and which is located in the House Officers' Handbook and is available at http://intranet.lifespan.org/forms-files/gme-policy-eligibility-selection-evaluation-advancement-supervision-advancement-supervision-and-due-process-house-officers. This Agreement may be terminated prior to its expiration for reasons stated in the Policy on Eligibility, Selection, Evaluation, Advancement, Supervision and Due Process for House Officers. The Parties agree that under no circumstances will House Officers terminate this Agreement prior to its expiration date without 30 days prior written notice to the Hospital.

E. The House Officer acknowledges his/her understanding that acceptance to and completion of this training program in no respect guarantees or implies any right to medical staff appointment or granting of medical staff privileges in any other capacity, or any other employment by or at the Hospital. House Officers will not be required to sign a non-competition guarantee. Rhode Island Hospital Staff Association Bylaws are not applicable to House Officers and House Officers have no rights nor obligations stated therein. The Rhode Island Hospital Employee Handbook is not applicable to the terms of this Agreement.

F. The House Officer acknowledges his/her understanding that acceptance into this training program and this Agreement are contingent upon the information contained in a background security check or criminal background check of the House Officer, if Hospital requires all new House Officers to submit to such a background check. The Hospital will make a determination of whether the information revealed by the background security check or criminal background check renders the House Officer ineligible for acceptance into this training program.

G. If this Agreement is terminated prior to its expiration date, each party, at its option, may submit an explanatory statement to the Council of Medical Education of the American Medical Association. Such statements shall be available to inquirers at the discretion of the A.M.A. All applicable federal and state laws relative to reporting requirements also will be adhered to.

H. Duty Hours are defined as: time transpiring while the individual is participating in or performing all clinical academic activities related to the residency program, i.e. patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during all activities, and scheduled activities such as conferences while on the Hospital Campus or Duty Site. Duty hours do not include reading and

preparation time spent away from the Duty Site. Duty hours shall be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities and all moonlighting. Residents must be provided with 1 day in 7 free from all educational and clinical responsibilities, averaged over a 4-week period, inclusive of call. One day is defined as one continuous 24-hour period free from all clinical, educational and administrative activities. Adequate time for rest and personal activities must be provided. This must consist of an 8 hour time period provided between all daily duty periods and must consist of a 14 hour time period after in-house call. Duty Hours must be in compliance with ACGME requirements in effect at the time for residents and fellows. The Hospital's Policy on Duty Hours is located in the House Officer's Handbook, and is available at http://intranet.lifespan.org/forms-files/gme-policy-duty-hours.

I. Each individual Program will determine if professional activities outside the Program are allowed (ie moonlighting) If allowed, all moonlighting activities conducted by the House Officer shall be in accordance with the Policy of Moonlighting for House Officers, located in the House Officers' Handbook and available at http://intranet.lifespan.org/forms-files/gme-institutional-policy-moonlighting-activities.

J. 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 Hospital will inform the House Officer at as early a date as possible, will assist the House Officer in locating another training program, and will ensure proper disposition of the House Officer's education records. The Hospital's Policy on Residency Closure/Reduction is located in the House Officer's Handbook, and is available at http://intranet.lifespan.org/forms-files/gme-residency-closurereduction.

II. BENEFITS

A. *Vacation*. In accordance with the Vacation Policy for House Officers, located in the House Officer's Handbook and available at http://intranet.lifespan.org/forms-files/gme-vacation-policy-house-officers. Post Graduates in the first, second and third year of training receive 3 weeks of paid vacation time per training year. Post Graduates in the fourth through eighth years of training shall receive four weeks of paid vacation time per training year. All vacation days must be scheduled with the Program Director. Vacation time cannot be carried over from year to year. Approved vacation time does not relieve the House Office of completing the training requirements of her/his program.

B. *Employee Benefit Plans*: Coverage under Rhode Island Hospital employee benefits programs, for Health Insurance, Dental Insurance, and Life Insurance is available to the House Officer, effective on the first day of employment. The type of coverage offered will be governed by the Hospital's benefits policies as in effect from time to time for salaried employees during the term of this Agreement. Copies of specific policies currently in effect are available from the Human Resources Department. If the Hospital conducts a re-enrollment of its health plan(s) during the term of this Agreement, the House Officer will be offered the opportunity to re-enroll according to the Hospital's benefits policies in effect at the time for its salaried employees.

C. *Health Services*: The services of all Hospital Ambulatory Services are available to House Officer subject to Hospital policies and the requirements and/or limitations of the health insurance coverage selected by the House Officer.

D. *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 House Officer's specific training program. A summary of the pertinent information may be found in the House Officers' Handbook, and is available at http://intranet.lifespan.org/forms-files/professional-liability-insurance-verifiction-coverage. Coverage for professional activities outside the Programs (moonlighting) is not provided and must be arranged by the House Officer, in accordance with the Policy on Moonlighting for House Officers, located in the House Officers' Handbook and available at http://intranet.lifespan.org/forms-files/gme-institutional-policy-moonlighting-activities.

E. *Disability Insurance:* In the event of a disabling illness or injury to a House Officer that lasts for more than 2 weeks, (including illness or disability associated with pregnancy and for a House Officer who gives birth to a child, beginning of the date of the birth of the child) the House Officer will be maintained at 100 percent of stipend for the 30 calendar days following the first day of the leave. Should the illness, injury or disability continue beyond that point, the House Officer will continue to receive disability benefits under the policies and procedures of the Hospital's Temporary Disability Policy and/or Long Term Disability Insurance Program, depending on the nature of the disability, as in effect at that time for salaried employees.

F. *Sick Leave (absence from work for less than 2 weeks duration).* Sick leave must be scheduled in advance, if possible, with the Program Director. If advance notice is not possible, the House Officer must notify the Program Director as soon as possible of the need for the sick leave.

G. *Leave of Absence*:

1. *Parental and Family Medical Leave*: House Officers are afforded unpaid leaves of absence in accordance with the House Officer's Leave of Absence Policy and the Lifespan System-wide Policy on "Leave of Absence", which are designed to be consistent with the state Parental and Family Medical Leave Act of 1990, and the federal Family & Medical Leave Act of 1993.

2. *Personal Leaves of Absence:* Personal and other unpaid leaves that are not considered Family and Medical Leaves under the Lifespan System-wide Policy, including School Involvement Leave as described in the Lifespan System-wide Policy, may be granted by the Program Director. (See also Leave of Absence Policy in the House Officer's Handbook, and available at http://intranet.lifespan.org/forms-files/gme-leave-absence-policy, as well as the Lifespan System-wide Leave of Absence policy available at http://intra.lifespan.org/policies/lcs/HR/System-Wide%20Policies/2.0%20Employee%20Benefits/fmla-policy-hr-2.1-clean-8-2012.pdf.)

3. *Effect of Leaves on Training Requirements:* The granting of a leave of absence or other time away from the training program does not relieve the House Officer of the obligation to complete all program-specific reappointment requirements, ACGME Program Requirements or Specialty Board eligibility requirements. Therefore, the Program Director may require a

House Officer to assume compensatory service and educational activities either during the appointment year or by extending the House Officer's appointment year in order to meet training requirements, or specialty board eligibility requirements. The House Officer may receive a stipend during the extended time if approved by the Program Director.

H. *Limited Medical Registration*: If the House Officer is not eligible for or does not desire full medical licensure, the Hospital will register the House Officer and pay for Limited Medical Registration in Rhode Island. Practice of any kind outside of activities and rotations assigned as part of the specific training program are governed by the terms of the limited registration. The Rhode Island Board of Medical Licensure & Discipline prohibits house officers from obtaining a limited medical registration once being issued a full medical license. Therefore, if the house officer chooses to obtain full medical licensure, the house officer is responsible for obtaining full licensure including the cost of licensure. Furthermore, the house officer who obtains full licensure will be responsible for maintaining full licensure for the remainder of the house officer's residency/fellowship program, including the cost of license renewal for the duration of training.

I. *Rhode Island Controlled Substance Registration and Federal Drug Enforcement Agency (DEA) Registration (Narcotics)*: The Hospital will register and pay for Rhode Island Controlled Substance Registrations (CSRs) for all House Officers with a Limited Medical Registration in the State of Rhode Island. The Hospital will not register and pay for the Rhode Island CSR for a House Officer with full medical licensure in the State. Further, it is the responsibility of the House Officer to obtain his/her Federal Drug Enforcement Agency (DEA) Registration at the time full Licensure in the State of Rhode Island is attained.

J. *Uniforms*: The Hospital will supply and launder uniforms for all House Officers (including scrub suits and white coats).

K. *Living Quarters (while on duty), Meals (while on call)*: On-call rooms are provided by the Hospital for use by a House Officer when he/she is on-call and required to remain on the premises during the on-call period. "Living quarters while on duty" consists of a shared overnight room, which the Hospital will provide without expense to the House Officer. An allowance for meals will be made to House Officer's assigned on-call duty as defined in the On-call Meal Policy and Protocol located in the House Officer's Handbook and available at http://intranet.lifespan.org/forms-files/gme-resident-call-meals-policy.

L. *Counseling, Medical, Psychological Services and Other Support Services:* The Hospital offers these services at no charge for the assessment for House Officers or their family members through the Coastline Employee Assistance Program (Coastline EAP), a private, non-profit organization. House Officers, who desire ongoing professional services, will receive assistance from the Hospital in accordance with the terms of the House Officer's medical benefit plan. All matters/records are handled confidentially. Details regarding RIEAP appear in the House Officers' Handbook and are available at http://www.coastlineeap.com/.

M. *Physician Impairment and Substance Abuse:* The Hospital provides an educational program for House Officers in physician impairment. Resources on Substance Abuse and Physician Impairment for House Officers are located in the House Officer's Handbook.

O. *Accommodation for disabilities.* The Hospital will provide accommodations for disabilities in accordance with the Rhode Island Fair Employment Practices Act and the federal Americans with Disabilities Act.

The House Officer affirms that he/she has read and accepts the terms and conditions of the policies set forth in the House Officer's Handbook and the terms and conditions this Agreement. This Agreement must be signed by all Parties and returned to the Department of Graduate Medical Education prior to beginning training.

In witness whereof the Parties hereto have subscribed their names.

Rhode Island Hospital	**House Officer**
_____	_____
Signature	Signature
Name Staci Fischer, M.D.	Name_____
Title Director, Graduate Medical Education	Date_____
Date_____	