This Agreement is made and entered this ______ day of ______, 2006 ("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 of the University of Pennsylvania Health System ("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 Fellowship Program as a member of the house staff ("House Staff") in the Department of ______ ("Department"), as more particularly described in Exhibit "A."

Terms

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

I. Eligibility for Participation in Fellowship Program

   A. The House Officer hereby certifies that he/she:
      1. is a graduate of a medical school;
      2. has been approved for clinical training by the State Board of Medicine of the Commonwealth of Pennsylvania;
      3. 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 Fellowship Program; and
      4. 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 Fellowship 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 obtain and 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 Fellowship Program, i.e. a medical training license, commensurate with his/her level of training and with the post-graduate training year ("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 obtain and maintain the required license(s), he/she is subject to immediate suspension of practice privileges and may be expelled from the Fellowship Program.

   D. After acceptance into the Fellowship Program but prior to commencement in the Program, the House Officer shall provide health status information, and shall also provide such information at any other time after acceptance into the Program as requested by the Hospital.
E. The House Officer acknowledges that this Agreement, and House Officer’s appointment, is contingent upon the successful completion of a drug screen and criminal background check.

II. House Officer Duty and Responsibilities

A. A description of the educational experience of the Fellowship 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 Fellowship 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 an educational program regarding sleep deprivation and fatigue management;
   7. participating in institutional committees and councils, especially those that relate to patient care review activities;
   8. participating in the evaluation of the quality of education provided by the Fellowship Program; and
   9. 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”), Clinical Care Associates (“CCA”), 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 Fellowship Program in a manner compliant with federal, state and local laws and regulations and 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
IV. Professional Liability Coverage. The Hospital shall provide professional liability coverage for the House Officer as described in Exhibit “B” 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 Fellowship 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 Fellowship 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 Hospital to be performed at other health care facilities as part of the Fellowship 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 Fellowship 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 Fellowship 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, 2006. The House Officer’s stipend is set forth in the attached Exhibit “A.”

B. The Department, in conjunction with the Hospital, shall determine policies regarding vacation and leaves of absence. 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 “C.”
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 and are further set forth on Exhibit “A.”

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 (more particularly described in the Executive Summary of Select HUP House Staff Policies attached as Exhibit “D”) governing various issues, including but not limited to, the following:

1. Racial Harassment (Hospital Policy Manual (HPM #02-05-18)),
2. Sexual Harassment (Graduate Medical Education Policies and Procedures (GME #III-R)),
3. Corrective Action and Review Procedures for House Staff (GME #III-AA),
4. a. Eligibility and Recruitment (GME #III-A),
   b. Selection of House Staff (GME #III-C),
5. House Staff Evaluation and Promotion (GME #IV-N),
6. Duty Hours Policy, including on-call assignment (GME #IV-D),
7. Impairment and Substance Abuse (GME #III-O),
8. Absence from Training Categories & Procedure, including vacation and sick leave (GME #III-N),
9. House Staff Compensation and Benefits – Stipends, Benefits, Parking (GME #III-G),
10. House Staff Meals (GME #111-G1),
11. Institutional Orientation Process – Communication Resources, Life Support Training, Call Rooms, Occupational Medicine Procedures and Locker Space (GME #III-I),
12. Email Account Policy (GME #III-BB),
13. Dispute Resolution Policy (GME #III-L),
14. Counseling, Medical, and Psychological Support Services (GME #III-P),
15. HIPAA (GME #II-L),
16. Activities Outside the Training Program- Moonlighting Policy (GME #IV-F).

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. These policies and procedures are also available, as amended from time to time, at http://www.uphs.upenn.edu/gme/GME-instPolicies.shtml. All House Officers are encouraged to review these policies and are required to abide by them.

X. Closure. Should the Hospital begin the process of closing the Fellowship 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 fellowship 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, 2006 and ending on June 30, 2007 (or , 2006 to , 2007, whichever is sooner). 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. National Practitioner Data Bank. House Officer represents that, as of the date hereof, he/she has not been the subject of any report or disclosure submitted to the National Practitioner Data Bank other than as specifically
listed in Exhibit “E” hereto. House Officer hereby gives the Hospital authorization to query the National Practitioner Data Bank from time to time on behalf of House Officer.

XIV. 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 the Dispute Resolution Policy (GME #III-L).

XV. 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:

**TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, OWNER AND OPERATOR OF THE HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM**

___________________________
House Officer (signature)

___________________________
House Officer (print name)

___________________________
Date House Officer Signed

___________________________
Last Four Digits of Social Security Number

Lisa M. Bellini, M.D.
Associate Dean for Graduate Medical Education,
Director of the Office of Graduate Medical Education, and
Designated Institutional Official, UPHS

And

_____________________________
Department Chair

_____________________________
Department

_____________________________
Date

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

RESIDENT NAME: , M.D.

RESIDENCY/FELLOWSHIP PROGRAM:

POSITION/LEVEL OF TRAINING: Fellow/PGY

DURATION (maximum 12 months): July 1, 2006 to June 30, 2007

Or , 2006 to , 200 , whichever is sooner (not applicable if blank)

ANNUAL STIPEND: $

OTHER BENEFITS: (not applicable if blank)
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 “C”

UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM

HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA

Department of

VACATION AND LEAVE POLICY FOR HOUSE OFFICER PROGRAM
1. **Racial Harassment Policy** (Policy HPM #2-05-18). This policy seeks to maintain a work environment free of racial harassment. This policy also lays out a definition for prohibited racial harassment and sets forth a procedure for anyone to follow to report if they feel that they or anyone else has been subjected to harassment in violation of the policy. Reporting options include: confronting the harasser, notifying his/her supervisor of harassment, or directly contacting Human Resources.

2. **Sexual Harassment Policy** (Policy GME #III-R). This policy prohibits sexual harassment in the workplace. The policy sets forth a definition of prohibited sexual harassment, which includes but is not limited to sexual advances, requests for sexual favors, and other verbal or physical conduct of a suggestive nature. The policy requires anyone wishing to report any conduct or violation of the policy to contact his/her supervisor or the Hospital’s Human Resources Department immediately.

3. **Corrective Action & Review Procedures for House Staff** (Policy GME #III-AA). This policy sets forth the procedural process to be followed with respect to corrective action for: failing to adhere to appropriate patient care, moral, ethical, academic or professional standards; failure to properly and timely complete medical records; violation of the policies, procedures or requirements of the Clinical Department, Medical Board, or applicable policies and procedures of the Graduate Medical Education Department or UPHS. This policy includes a description of the formal method by which a House Officer can voice dissatisfaction when the House Officer feels unjustly treated in a disciplinary action and the dispute has not been resolved between the House Officer and Chairman or Program Director.

4. a. **Eligibility & Recruitment** (Policy GME #III-A) This policy provides criteria for the eligibility and selection of candidates into Graduate Medical Education Training programs at the Hospital.

   b. **Selection of House Staff** (Policy GME #III-C). This policy requires that applicants for Graduate Medical Education training be considered and selected based on their academic and personal qualifications.

5. **House Staff Evaluation and Promotion** (Policy GME #IV-N). This policy establishes a general guideline within which each program can provide a House Officer with periodic evaluations as required by the ACGME or Residency Review Committee (“RRC”) specific to each program. This policy outlines the pertinent competence and performance information to be documented for advancement, promotion, and evaluation of House Staff. Criteria include: patient care, medical knowledge, practice based on learning and improvement, interpersonal and communication skills, professionalism and system-based practice.

6. **Duty Hours Policy** (Policy GME #IV-D). This policy establishes standards for duty hours for House Staff. The policy mandates an environment that is optimal for both House Officer education and patient care, while insuring that undue stress and fatigue among House Staff are avoided. It also requires that all training programs must have written policies on work hours for House Staff, which must meet ACGME Institutional and Residency Review Committee (RRC) requirements for work hours. Different locations may require different work hours and patterns; however, the policy sets forth certain guidelines for work hours and work volume including, that each House Officer shall work no more than 80 hours of assigned clinical duties per week, including in-house call activities, when averaged over any four week rotation or assignment. Additionally, time to rest and conduct personal activities must be provided, with at least a 10-hour time period provided between all daily duty periods and after in-house call. There are also specific requirements for Emergency Room/Night Float Shifts, Days Off, In-House Call and Call-ins.

7. **Impairment & Substance Abuse** (Policy GME #III-O). This policy sets forth the rights and responsibilities of qualified House Staff with disabilities and House Staff with substance abuse problems. The policy insures
protection of legally-protected civil rights of qualified House Staff with disabilities and insures the safe provision of in-patient care by addressing substance abuse among house staff. This policy requires each House Staff to report a colleague that the House Staff knows has a substance abuse problem. This policy prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a control substance on Hospital premises or while conducting Hospital business. Violation of the policy will result in disciplinary action, up to and including discharge. This policy addresses assistance in seeking appropriate treatment, and facilitated re-entry into the workplace when appropriate. Under this policy, House Staff are also subject to Hospital policies: Pre-Employment Drug Screening (HR Policy #2-01-14), Substance Abuse – Medical Staff (HR Policy #1-11-08), and Impaired Employee/Use of Alcohol and/or Drugs (Policy #2-05-06), as applicable.

8. **Absence from Training Categories & Procedure** (Policy GME #III-N). This policy sets forth the policy and procedures, as well as related responsibilities of the Hospital’s program directors and House Staff, in regard to paid vacation, temporary disability/sick leave, maternity leave, family medical leave of absence, military leave and extended leave of absence.

9. **House Staff Compensation and Benefits – Stipends, Benefits, and Parking** (Policy GME #III-G). This policy sets forth requirement of an annual review of compensation/salary by the GME Committee based on market conditions, local and national benchmarkings, surveys and overall health system fiscal responsibilities. Salary levels are to be communicated annually to all house staff and information on salary levels and benefits are to be provided to applicants by each training program as part of the recruitment process. This policy sets forth House Staff’s eligibility for parking and commuter pass privileges.

10. **House Staff Meals** (Policy GME #III-G1). This policy sets forth the procedures governing the eligibility for and distribution of meal vouchers for house staff that are on duty for more than 60 hours.

11. **Institutional Orientation Process – Communication Resources, Life Support Training, Call Rooms, Occupational Medicine Procedures and Locker Space** (Policy GME #III-I). This policy requires that all House Staff attend the GME general orientation for all incoming House Staff. This policy requires that all House Staff must be certified in Basic Life Support (BLS). In addition, Advance Cardiac Life Support (ACLS) may be required by individual departments in order to participate in a training program. UPHS requires incoming House Staff to provide information concerning personal health history and immunization status.

12. **Email Account Policy** (Policy GME #III-BB). This policy requires that all House Staff obtain and keep current a University of Pennsylvania Health System email account. The primary means of communication for all residents and fellows is e-mail. Use of the UPHS e-mail account is subject to UPHS Information Security policies and procedures, including but not limited to access, authentication, and password management.

13. **Dispute Resolution Policy** (Policy GME #III-L). This policy sets out the procedure towards resolution of disputes involving House Staff.

14. **Counseling, Medical, and Psychological Support Services** (Policy GME #III-P). UPHS provides access to the services of an Employee Assistance Program (EAP) to all House Staff, their spouses, domestic partners, and family members as defined in the appropriate human resources benefits manual.

15. **HIPAA** (Policy GME #II-L) All Graduate Medical Education activities will be conducted in strict compliance with UPHS policies pertaining to HIPAA.

16. **Activities Outside the Training Program-Moonlighting** (Policy GME # IV – F). This policy sets forth the policy and procedures, as well as related responsibilities of the Hospital’s program directors and House Staff in regard to internal and external moonlighting activities.
Exhibit “E”

NATIONAL PRACTITIONER DATA BANK