

**HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA  
OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM  
HOUSE OFFICER AGREEMENT FOR PARTICIPATION IN FELLOWSHIP PROGRAM  
2009-2010**

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This Agreement is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2009 (“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 and the University of Pennsylvania Health System (“Hospital”, “HUP” or “UPHS”).

### **Background**

The House Officer desires to obtain academic and clinical training provided by the University of Pennsylvania Health System as the sponsoring institution for the graduate medical education training programs based at HUP; and HUP desires to offer the House Officer employment and participation in a University of Pennsylvania Health System Fellowship Training 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 Training Program**

A. The House Officer hereby certifies that he/she:

1. is a graduate of a medical school;
2. is qualified for resident eligibility according to the *Essentials of Accredited Residencies in Graduate Medical Education* of the American Medical Association Graduate Medical Education Directory;
3. has been approved for clinical training by the State Board of Medicine of the Commonwealth of Pennsylvania;
4. 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 Training Program; and
5. 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 fellowship 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 Training 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 Training 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 Training Program.

D. After acceptance into the Fellowship Training 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, and any other required background check.

## II. House Officer Duty and Responsibilities

A. A description of the educational experience of the Fellowship Training 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 Training 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, mandatory online education, 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 Training 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 but not limited to those listed in Section IX below and 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"), UPHS Graduate Medical Education ("UPHS GME"), 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 applicable rule, regulation, policy, bylaw or practice 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 Training 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”), as applicable, the Joint Commission (formerly known as 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, CCA, 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 by law. House Officer agrees to comply with Hospital’s policies and procedures regarding protected health information under Health Insurance Portability and Accountability Act (“HIPAA”) laws and regulations and acknowledges that he/she shall be or has been trained in the appropriate uses and disclosures of protected health information as they relate to his/her specific job description.

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. (GME Policy # II-C).

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 Training 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 Training 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 healthcare facility (other than services required by the ACGME, as applicable, and the Hospital to be performed at other healthcare facilities as part of the Fellowship Training 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 healthcare 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 Training 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 Training 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, 2009. The House Officer's stipend is set forth in the attached **Exhibit "A."**

B. UPHS GME maintains a general policy regarding vacations, leave, and absences available online and referenced below in section IX. Each Department must also provide its house officers with a specific policy regarding vacations and leave (including personal days used for sickness). Departmental policies shall also specify how an extended leave might affect the House Officer's eligibility to complete the training program, for specialty certification exams, or for certification by the relevant certifying board. A copy of the vacation and leave policy for House Officer's program is attached as **Exhibit "C."**

C. Living Quarters. Hospital will supply suitable on call quarters and laundry service.

D. 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 in **Exhibit "A."**

VIII. Schedules of assignments shall be posted in the Department in a conspicuous location.

IX. Policies and Procedures

A. The Hospital and UPHS GME maintain and enforce policies and procedures (more particularly described in the Executive Summary of Select Hospital House Staff Policies attached as **Exhibit "D"**) governing various issues, including but not limited to, the following:

1. Accreditation Standards (GME Policy #I-C);
2. Licensing of House Staff (GME Policy #1-H);
3. HIPAA (GME Policy #I-J);
4. House Staff Compensation and Benefits (GME Policy #II-A);
5. Vacation and Leave for House Staff (GME Policy #II-E);
6. Accommodation for House Staff with Disability (GME Policy #II-H);
7. Ombudsperson for House Staff (GME Policy #II-J);
8. House Staff Discipline, Non-Renewal and Dispute Resolution (GME Policy # II-I);
9. House Staff Evaluation and Promotion (GME Policy #II-L);
10. House Staff Eligibility, Selection, Recruitment and NRMP (GME Policy #III-K);
11. Duty Hours (GME Policy #III-D);

12. House Staff Moonlighting (GME Policy #III-F);
13. House Staff Onboarding (GME Policy #III-G);
14. Prohibited Harassment of House Staff including sexual, racial and gender discrimination (GME Policy #II-G);
15. House Staff Impairment (GME Policy #II-F);
16. Pharmaceutical Company Representative Activity (Hospital Policy Manual) (HPM #1-12-41/GME Policy #I-P); Guidelines for Interactions between Healthcare Professionals and Industry (HPM #1-07-10/GME Policy # I-P).

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/policies/index.html>. All House Officers are encouraged to review these policies and are required to abide by them.

X. Closure or Reduction in Size of Fellowship Program. The Hospital will inform House Officer of adverse accreditation actions taken by the ACGME or any other accrediting agency, as applicable, in a reasonable period of time after the action is taken. Should the Hospital intend to reduce in size the Fellowship Training Program or begin the process of closing the Fellowship Training Program for accreditation reasons or for other reasons, House Officer will be informed as soon as possible. In case of such a closure or reduction in size 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. (Training Program Closure or Reduction in Size (GME Policy # III-I)).

XI. Terms of Agreement. The term of this House Officer Agreement is one (1) year, commencing on July 1, 2009 and ending on June 30, 2010 (or , 2009 to , 2010, whichever is sooner). Reappointment shall be pursuant to a new Agreement. Continuation of employment hereunder and/or reappointment for a subsequent year is conditioned upon the House Officer's performing his or her duties and responsibilities, and complying with applicable policies and procedures, to the Department and Hospital's satisfaction.

XII. 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.

XIII. Agreement Non-renewal or Non-promotion. Agreement non-renewal shall take place only in accordance with the House Staff Discipline, Non-renewal and Dispute Resolution (GME Policy #II-I), and may be appealed pursuant to that policy. The Department shall provide written notice of any decision not to renew at least four months before the current Agreement expires. If the basis for non-renewal arises within that four-month period, however, the Department shall endeavor to provide notice as soon as practicable. Non-promotion to the next PGY and non-graduation shall take place only in accordance with the House Staff Evaluation and Promotion policy (GME Policy #II-L). A decision not to promote a house officer may be appealed under the dispute resolution procedures (GME Policy #II-I).

#### XIV. 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 AND THE UNIVERSITY OF  
PENNSYLVANIA HEALTH SYSTEM**

\_\_\_\_\_  
House Officer (signature)

\_\_\_\_\_  
House Officer (print name)

\_\_\_\_\_  
Date House Officer Signed

\_\_\_\_\_  
Last Four Digits of  
Social Security Number

\_\_\_\_\_  
Jeffrey S. Berns, M.D.  
Associate Dean for Graduate Medical Education,  
Director of the UPHS Office of Graduate Medical Education,  
and Designated Institution 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**

**FELLOW / HOUSE STAFF NAME:**

**RESIDENCY/FELLOWSHIP PROGRAM:** (Insert Name of Program):

**POSITION/LEVEL OF TRAINING:** Fellow /PGY

**DURATION (maximum 12 months):** July 1, 2009 to June 30, 2010

Or , 2009 to , 200 , whichever is  
sooner (not applicable if blank)

**ANNUAL STIPEND:** \$

**OTHER BENEFITS:** Health, hospital and disability insurance.

For further explanation of benefits, see GME Policy #II-A "House Staff Compensation and Benefits".

**Exhibit “B”**

**UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM**

**HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA**

**SUMMARY OF  
PROFESSIONAL LIABILITY COVERAGE FOR HOUSE OFFICERS  
(POLICY PERIOD 7/1/2009 TO 6/30/2010)**

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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 per occurrence and \$4,000,000 in the aggregate for all occurrences as required by Pennsylvania’s Act 13, the Medical Care Availability and Reduction of Error Act.

House Officers in UPHS programs who have successfully completed 2 years of post graduate training (or 3 years for foreign medical graduates) are provided individual professional liability coverage. The basic coverage for each physician is \$1,000,000 per occurrence and \$3,000,000 in the aggregate 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**

(For further explanation, see GME Policy #II-E Vacation and Leave for House Staff)

## Exhibit “D”

### Executive Summary of Select University of Pennsylvania Health System Graduate Medical Education Policies

*Note: Please refer to the full text of the following policies for details. This document is only a summary, and in the event of any conflict between it and any actual approved policy, the latter is controlling.*

1. Accreditation Standards (GME Policy # I-C). This policy provides that UPHS GME programs shall comply with applicable accreditation standards established by ACGME and specialty boards.
2. Licensing of House Staff (GME Policy #I-H). This policy sets forth prerequisites and deadlines for House Staff to meet regarding state licensure and United States Medical Licensing Examinations.
3. HIPAA (GME Policy #I-J). All Graduate Medical Education activities will be conducted in strict compliance with UPHS policies pertaining to HIPAA.
4. House Staff Compensation & Benefits (GME Policy #II-A). This policy sets forth the requirement of an annual review of compensation/salary by the Graduation Medical Education Committee based on market conditions, local and national benchmarking, surveys and overall UPHS 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 also sets forth House Staff’s (and their eligible dependents’) eligibility for insurance, the employee assistance program (counseling services), parking and commuter pass privileges, meals, call rooms, lockers, communication devices, laundry services, and e-mail accounts.
5. Vacation and Leave for House Staff (GME Policy #II-E). This policy sets forth house staff’s eligibility for vacation and leave (medical, family, personal, military) and requirements for requesting the same.
6. Accommodation for House Staff with Disability (GME Policy #II-H). This policy sets forth a process to manage house staff with known or identified disabilities and to maintain equal opportunities for house staff with disabilities while ensuring high-quality patient care.
7. Ombudsperson for House Staff (GME Policy #II-J). This policy describes the processes by which house staff may raise concerns or present suggestions with out fear of reprisal and outlines the function of the house staff ombudsman.
8. House Staff Discipline, Non-renewal and Dispute Resolution (GME Policy #II-I). This policy sets forth the grounds and process for administering corrective action and discipline, as well as the circumstances under which a program may opt not to renew a House Officer’s agreement. The policy also includes the procedure by which a House Officer may appeal discipline, non-renewal, or non-promotion or seek Graduate Medical Education Committee intervention to resolve any dispute or as redress for any alleged inappropriate treatment.
9. House Staff Evaluation and Promotion (GME Policy #II-L). This policy establishes a general guideline within which each program can provide House Staff with periodic evaluations and make decisions with respect to promotion, final evaluation, and graduation.
10. House Staff Eligibility, Selection, Recruitment & NRMP (GME Policy #III-K). This policy provides criteria for the eligibility and selection of candidates into graduate medical education training programs at the Hospital and requires that applicants for graduate medical education training be considered and selected as part of a process that is free from impermissible discrimination.

11. Duty Hours (GME Policy #III-D). This policy establishes standards for duty hours for House Staff. The policy mandates an environment that is optimal for both house staff education and for 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 Days Off and On Call Activities.

12. House Staff Moonlighting (GME Policy #III-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.

13. House Staff Onboarding (GME Policy #III-G). This policy provides that all incoming House Staff undergo an onboarding process designed to ensure compliance with UPHS new-hire requirements, which will include the following: general orientation; mandatory criminal background checks, pre-matriculation drug testing, and on-line education; verification of life support certification; and verification of Occupational Health requirements.

14. Prohibited Harassment of House Staff including Sexual, Racial and Gender Discrimination (GME Policy #II-G). This policy prohibits sexual harassment in the workplace and other forms of harassment on the basis of based on gender, sexual orientation, race, national origin, ethnicity, religion, age, disability, veteran status, and any other characteristic protected by law. The policy defines prohibited harassment, describes the way in which a House Officer should report an incident or environment of prohibited harassment, and describes the way in which such reports should be handled. The policy also prohibits consensual relationships between House Officers and supervising or evaluating physicians, consistent with University of Pennsylvania policy.

15. House Staff Impairment (GME Policy #II-F). This policy sets forth the procedure to be followed in the event a House Officer requests an accommodation due to impairment. The policy insures the safe provision of in-patient care by addressing impairments and substance abuse among house staff. This policy also sets forth the restrictions applicable to substance use or abuse. The policy requires House Officers to notify program directors in the event a colleague is believed to suffer from an impairment or substance abuse problem, sets forth the procedures to be followed in the event a House Officer is believed to have an impairment or substance abuse problem, and addresses treatment and facilitated re-entry into the workplace under appropriate circumstances.

16. Pharmaceutical Company Representative Activity (HPM #1-12-41 / GME #I-P); Guidelines for Interactions between Healthcare Professionals and Industry (HPM #1-07-10 / GME #I-P). The purposes of these guidelines and policy are to define appropriate interactions of Hospital healthcare professionals with pharmaceutical industry and to minimize undue influence of pharmaceutical and medical device manufacturers' representatives on the practice patterns of Hospital/CPUP professionals. Professionals should not accept gifts, hospitality, services, or subsidies from Industry, including but not limited to those for sporting events, entertainment, or any other function not directly related to patient care. Support for continuing medical education may only be made through unrestricted grants made directly to Hospital or CPUP departments or divisions.

**Exhibit “E”**

**NATIONAL PRACTITIONER DATA BANK**