

# ***HOUSE STAFF AGREEMENT***

This Agreement is made between the undersigned House Staff member and the Thomas Jefferson University Hospital (hereafter called the Hospital) and shall be effective from July 1, 2007 to July 1, 2008 inclusive.

## **1. MUTUAL AGREEMENTS**

The House Staff member and the Hospital mutually agree to:

- A. fulfill the educational requirements of the graduate training program as delineated in the "Essentials of Accredited Residencies of the Accreditation Council for Graduate Medical Education";
- B. fulfill the established program of each individual residency and fellowship program (Hospital Department) to which the individual House Staff member is accepted; and
- C. abide by the applicable portions of the Hospital Medical Staff Bylaws and Hospital rules, regulations, policies and procedures including, but not limited to, the hospital policy on sexual harassment. Thomas Jefferson University Hospital is committed to providing a learning, working, and clinical environment that respects the dignity of all individuals. Accordingly, sexual harassment, or any form of harassment, will not be tolerated.

## **2. HOUSE STAFF MEMBER AGREEMENTS**

The House Staff Member Agrees to:

- A. Fulfill the patient care requirements of the graduate training program and accept the obligation to use his/her efforts to provide safe, effective, efficient and compassionate patient care as assigned or required under the circumstances and delineated in the "Essentials of Accredited Residencies", the established program of each Department and the applicable portions of the Hospital Medical Staff Bylaws and the Graduate Medical Education Committee rules, regulations, policies and procedures.
- B. Perform his/her assigned duties in a thorough and conscientious manner, including the completion of medical records according to the timeframe established by the Hospital's medical record policy. Delinquent medical records may result in monetary fines and/or other disciplinary action.
- C. Participate in all educational activities as outlined in the department program curriculum.

- D. Abide by the applicable portions of the Bylaws, Rules and Regulations of Thomas Jefferson University Hospital Medical Staff as they pertain to his/her professional duties in the Hospital and all applicable Hospital policies and procedures. It is understood that all House Staff appointments will be governed by the Institutional Policies and Procedures for Graduate Medical Education Programs appended to this agreement, and due process provisions outlined herein.
- E. Maintain a graduate license as applicable to practice medicine in the Commonwealth of Pennsylvania in accordance with the requirements of the Pennsylvania State Board of Medicine.
- F. Work in good faith to improve patient care and medical education in the Hospital. Such efforts include, but are not limited to, direct participation in Quality Improvement Programs, and evaluations and quality improvement projects of the educational programs at Jefferson.
- G. Maintain membership in the House Staff Association and permit a quarterly deduction from his/her paycheck for payment of the annual dues to the House Staff Association to support House Staff Association functions.
- H. Present at all times a proper appearance and display a professional, cooperative attitude towards all patients, visitors, colleagues and employees.
- I. Indemnify the Hospital against any and all claims arising from debts owed to the United States government for the cost(s) of medical education loans.
- J. Abide by the Hospital's policies and guidelines, including, but not limited to, requirements for pre-employment physicals and adequate immunizations.

### **3. HOSPITAL AGREEMENTS**

The Hospital agrees to:

- A. Recognize that long duty hours extending over an unreasonably long period of time or onerous on-call schedules are not consistent with the primary objective of education or the efficient delivery of optimal patient care. Although the actual duty hours and schedule of each House Staff member shall be determined by the Clinical Department to which he/she is assigned as part of his/her graduate training program, the Hospital policy shall be to adhere to the guidelines established by the Accreditation Council for Graduate Medical Education and the specific requirements of the specialties' Residency Review Committees. The formal duty hours policy of the institution is found in the policy and procedure manual which is appended to this agreement.
- B. Assure that the educational programs of hospitals used for affiliated and integrated training meet all criteria for Board certification in the respective specialty, and standards

for accreditation published by the Accreditation Council for Graduate Medical Education.

- C. Appoint each House Staff member and establish the appropriate level of stipend based on his/her appropriate postgraduate year, as necessary for resident certification by an approved Board of the American Board of Medical Specialties.
- D. Work in good faith with the House Staff member in order to improve patient care.
- E. Pay an additional stipend, amount to be determined by the President and Chief Executive Officer, to a Chief or Senior Resident when his/her responsibilities include overall responsibility for patient care, scheduling and assignment of all residents of that Department's residency program.
- F. Pay a Clinical Fellow (one who performs clinical in- or out-patient services on a regular basis or to a substantial extent) on the same basis as outlined in Item E above. A fellow shall be classified as a Clinical Fellow prior to signing his/her contract. A fellow should have completed his or her residency.
- G. Provide for the House Staff member's participation in the following benefits (detailed explanations contained in "Thomas Jefferson University Hospital Personnel Benefit Programs for House Staff"):
  - 1. **Life Insurance:** term insurance equal to 1 times the basic stipend or salary to a maximum of \$50,000. Credits provided to purchase an additional 1/2 times the basic stipend or salary.
  - 2. **Health Insurance:** existing plans no less inclusive than that available to other Hospital employees and full-time Medical Staff. Vision care and prescription coverage is included in all medical care plan options.
  - 3. **Other Benefits:** participation is also available in additional plans once eligibility requirements are met. These plans include travel and accident insurance, long-term disability, payroll banking, U.S. Savings Bonds, tax-sheltered annuities, dental care, employee assistance programs, and worker's compensation as detailed in the House Staff Benefits brochure.
  - 4. **Professional Liability Insurance:** shall protect each House Staff member while carrying out his/her duties at Jefferson or hospitals used for affiliated and integrated training, and shall conform in all respects to the requirements of the Health Care Services Malpractice Act (Act 111 of 1975). Tail insurance coverage is provided to all house staff members. The Hospital shall absorb all fees resulting from this Act which are the responsibility of the House Officer. It should be noted that ONLY activities prescribed and supervised in the education/training program of the House Officer shall be covered.
  - 5. **Laundry:** Uniforms shall be laundered free of charge by the Hospital.

6. **Quarters:** On-call quarters shall be provided and suitably maintained by the Hospital.
7. **Meals:** A meal allowance for House Staff on-call shall be provided by the Hospital.
8. **Vacation:** The paid annual vacation for all House Staff members beyond the first (G1) year shall be four (4) weeks, to be taken as arranged between the House Staff member and the department. However, as required by the "Regulations Covering the Practice of Medicine in Pennsylvania", two (2) weeks time off may be taken during the first (G1) year of fifty-two (52) weeks. This time off shall be taken as arranged between the G1 House Staff member and his/her department, except that the aforementioned Pennsylvania Regulations do not permit such time off to be taken during the first or last months of the G1 program. If for some extraordinary reason the department is unable to provide 4 or 2 full weeks, the House Staff member shall be recompensed at the rate of 1/52 of his/her annual salary or stipend each week of vacation time he/she loses. This compensation must be approved by the Chief Executive Officer at least 90 days before the end of the fiscal year. Absences for educational purposes authorized by the Chairman of the Department will not be deducted from vacation time.

#### 9. **Leaves of Absence**

House Staff may request time away from the training program for pregnancy, illness, professional development, or for other personal reasons. Depending upon ACGME requirements and American Board of Medical Specialty guidelines, House Staff may be required to make up time off granted for leaves of absence. House Staff must consult with their program director to determine specific program requirements.

- a. **Short-Term Disability:** Salary continuation plan for up to six months.
  - b. **Parental Leave:** House Staff are covered by the same policy for maternity/paternity leave as other hospital employees.
  - c. **Professional/Personal Leave:** House Staff are covered by the same policy for Personal Leave as other hospital employees.
10. **Counseling Services:** Several confidential counseling and psychological support services are available to the House Staff including confidential evaluation and referral if needed, by a physician in the Department of Psychiatry, the employee assistance program, and the Pennsylvania Medical Society's Physicians' Health Program.

H. Reappoint the House Staff member to the next appropriate level of training in his/her particular training program upon the recommendation of the department provided he/she

meets the training requirements at the time of the recommendation and continues to meet those requirements through the end of the current contract year as well as remaining in compliance with all other terms and conditions of the House Staff Agreement.

- I. Not require House Staff to sign a non-competition guarantee.

#### **4. DISCIPLINARY ACTION/GRIEVANCE PROCEDURE**

- A. Thomas Jefferson University Hospital encourages the informal adjudication of concerns regarding House Staff performance at the program level in accordance with the Institutional Policy on Dispute Resolution Procedure.
- B. The Department Chairman, following consultation with the Associate Dean for Graduate Medical Education, may reprimand, suspend, place on probation, terminate, or take other disciplinary actions, including withholding of certification or non-renewal for the following year, against a House Staff member for any just cause, including but not limited to serious or repeated infraction of established policies and procedures; failure to adhere to appropriate patient care, academic, ethical or professional standards; failure to perform required work duties properly; any action threatening the health, welfare or safety of any patient, visitor, colleague or employee; or insufficient correction of deficiencies after several warnings. In the case of an act or threat of action endangering the health, welfare or safety of any patient, visitor, colleague or employee, suspension may be imposed immediately. If suspension is invoked, such suspension shall be considered to be equivalent to the notice which initiates the procedure set forth below leading ultimately to a disciplinary action. In other situations, a House Staff member will receive from the Department Chairman and the Senior Associate Dean for Graduate Medical Education written notice of his/her performance deficiencies and/or conduct which is the basis for disciplinary action prior to such action being taken. While under a suspension, the House Staff member will not work and may be denied pay for those days.

Within ten business days of receipt of notice of disciplinary action, or non-renewal of his/her agreement, or as a means of initiating a hearing on a grievance about the program or institution, the House Staff member shall respond in writing to the Department Chairman setting forth his/her explanation of the allegations or the issue being grieved. The House Staff member has the burden of presenting all evidence supporting his/her grievance. Within 15 business days of receipt of this response, the Department Chairman, in consultation with the Senior Associate Dean for Graduate Medical Education and the Executive Vice President and Chief Operating Officer, will review all facts and evidence and will make a decision in writing regarding the House Staff member's grievance and scope of future activities within the Hospital. This shall be called reconsideration.

Within five business days after receiving notice of the decision following reconsideration, the House Staff member may petition the Committee on Graduate Medical Education in writing and request an informal Hearing. Within 15 business days of receipt of the petition, the Chairman of the Committee on Graduate Medical Education will appoint 3 members of the medical staff to meet with the resident within 20 business days of the notice of their appointment (the Appeals Committee). The 3 members shall include:

1 member of the medical staff chosen by the Chairman of the Committee on Graduate Medical Education

1 member of the medical staff chosen by the member of the house staff, and

1 member of the medical staff chosen and agreed to by the representatives of the Chairman of the Committee on Graduate Medical Education and the member of the house staff. The President of the Medical Staff will choose if a third arbitrator cannot be agreed upon.

Within ten business days of completion of their meeting(s) with the House Staff member and any other individuals deemed necessary by the Appeals Committee, the Appeals Committee shall present its recommendations to the President and Chief Executive Officer. Within ten business days of receipt of the Appeals Committee's recommendations, a final decision shall be rendered by the President and Chief Executive Officer. The decision rendered is conclusive and binding.

### **C. NON-RENEWAL OF AGREEMENT**

In the event the House Staff member's agreement is not to be renewed for the following year, the hospital will provide a written notice of the intent not to renew at least four months prior to the end of the current agreement. However, if the cause for non-renewal arises within that four month period, then the written notice of intent not to renew shall be provided as soon as reasonable under the circumstances prior to the end of the current agreement.

## **5. CHANGES IN RESIDENCY PROGRAMS**

Should the Hospital find it necessary to reduce the size or close a residency program, residents in the program will be notified of the intended reduction or closure as soon as possible after such decision has been made. In the event of a reduction or closure, the Hospital will allow the residents already in the program to complete their program or will assist the residents in enrolling in another ACGME-accredited program in which they can continue their education.

## **6. OFF-DUTY ACTIVITIES**

The Institutional Policy on Moonlighting is attached to this agreement. Activities during the House Staff member's off-duty hours must not interfere with his/her obligations to the Thomas Jefferson University Hospital educational/training program, and the House Staff member understands that the Hospital is not responsible for any such activities. Furthermore, there is no professional liability insurance coverage for House Staff member's activities outside the scope of the educational/training program. House Staff members working additional shifts for additional compensation at Thomas Jefferson University Hospitals (Center City Campus, JHN or Methodist Division) are extended professional liability insurance coverage provided they have met the eligibility requirements and are in compliance with the procedures established by the Medical Staff Bylaws, and the Office of House Staff Affairs. Each house officer must be compliant with the specific policy of their educational program.

If the off-duty activities interfere with the House Staff members obligations to TJUH, the House Staff member will be expected to curtail them, and failure to do so may result in disciplinary action.

## **7. CONFIDENTIALITY/CONFLICT OF INTEREST**

Confidential information acquired in the course of service at Thomas Jefferson University Hospital may only be used for Hospital purposes.

Authorization to access Thomas Jefferson University/Hospitals information assets is granted specifically and exclusively for University/Hospital purposes and my job function. I understand that confidentiality must be maintained regardless of the source of the information (spoken word, written records, electronic records, or other University/Hospital records that are not a matter of public record). I agree to abide by and promote adherence to University/Hospital Policies and Procedures related to confidentiality, access to information, and the use of information systems. Any unauthorized access, modification, destruction, representation, or disclosure of University/Hospital information constitutes a violation of policy and is subject to applicable disciplinary and legal action.

While House Staff members are encouraged to participate in various extramural organizations, government agencies and/or professional associations, the House Staff Member should exercise caution and sensitivity to avoid any participation or affiliation that could be detrimental to the hospital. House Staff members should seek advice from their department residency program director or chairman before making any commitments that may be potentially compromising to the Hospital's interests.

**8. SPECIFIC DEPARTMENTAL INFORMATION**

The specific details of the educational program are outlined by each Clinical Department and distributed to the House Staff by each Department. These details include specific descriptions of training programs, including number of programs, methods of evaluation, and commitments for further training. All relevant institutional policies and procedures are provided in the House Staff manual.



The parties have entered into this Agreement in good faith and acknowledge their respective ethical and legal obligations to fulfill this Agreement. This agreement shall continue for the term stated except under the following circumstances: a) this contract may be terminated by the President and Chief Executive Officer for cause as described herein above; b) at any time with the consent of all parties herein.

Approved for July 1, 2007 to July 1, 2008

Chairman of Department \_\_\_\_\_

\_\_\_\_\_  
*House Staff Member*

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

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*House Staff Position and Department*

\_\_\_\_\_  
*PGY Level*

\_\_\_\_\_  
*Annual Stipend*

\_\_\_\_\_  
*Thomas J. Lewis*  
*President and Chief Executive Officer*

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

Revised 11/05