

HOUSE OFFICER AGREEMENT

07/01/2022 TO 06/30/2023

- FULL NAME:**
- PROGRAM:**
- PGY LEVEL:** **ANNUAL STIPEND:¹**

This Agreement describes the principles which govern the Boston University Medical Center (BUMC) graduate medical education (GME) programs sponsored by Boston Medical Center (BMC) and your rights and obligations as a participant in the Program. Your signature at the end of the Agreement signifies your acceptance and agreement to the terms and conditions of your training at BMC and affiliates.

1 TERMS OF APPOINTMENT

All Residents and Fellows (House Officers) are appointed for a period of one year.

2 EDUCATIONAL EXPECTATIONS

Responsibilities of House Officers:

A All House Officers shall:

Read and understand the expectations, standards and obligations set forth in the House Officer Agreement.

Cooperate fully with the Program and Hospital in coordinating and completing Residency Review Committee (RRC) and Accreditation Council for Graduate Medical Education (ACGME), Commission on Dental Accreditation (CODA) or Council on Podiatric Medical Education (CPME) accreditation submissions and activities, including the legible and timely completion of patient medical/dental/podiatric records, charts, reports, statistical, operative and procedure logs, faculty and Program evaluations, and/or other documentation required by the RRC, ACGME, CODA, CPME, Hospital, Department, and/or Program of study. Further, agree to cooperate fully in any investigations, discovery, and defense that arise. Failure to cooperate may result in personal liability. Failure to complete records on time may result in suspension from the Program until such records are completed or termination from the Program.

Abide by the rules, regulations, procedures and policies of the Program, BMC and any hospital or other facility while on a rotation at such hospital or facility.

Abide by the Institutional and Program Duty Hours Policy and record all duty hours worked through New Innovations or other mechanism determined by BMC weekly unless excused by the Program Director.

Comply with Health Insurance Portability and Accountability Act (HIPAA) and the BMC's policies and procedures regarding confidentiality of medical records and patient information, including policies restricting access to medical records.

Abide by and be governed by the Bylaws, Rules and Regulations of the Medical-Dental Staff, a copy of which is available on the BMC Intranet.

Permit the Hospital to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body.

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

Participate in safe, effective and compassionate patient care under general supervision, commensurate with his/her level of advancement and responsibility.

Care for patients to the best of his/her ability.

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

¹ The salary increases scheduled for 2022 will be effective at the start of the first full pay period in July of 2022

Participate in BMC and affiliated programs' activities involving the medical staff and adhere to established practices, procedures, and policies of such institutions.

Participate in BMC, Program of study and affiliated institutions' committees and councils, especially those that relate to patient care review activities, patient safety and quality of care.

Participate in evaluation of the quality of education provided by the Program.

Develop an understanding of ethical, socioeconomic, and medical/ethical issues that affect graduate medical education and how to apply cost containment measures in the provision of patient care.

- B** Conditions for Reappointment and Promotion: Program advancement is based on evidence of satisfactory progressive clinical knowledge and skill, professional behavior, adherence to ethical standards, adherence to BMC policies and procedures, patient/staff interactions, and demonstrated ability to assume increasing responsibility for patient care as determined by the Program Director. Failure to achieve the proficiency level required by the Program may result in the non-promotion, non-renewal or termination of appointment. House Officers who engage in misconduct also may be subject to discipline, including termination. A House Officer may appeal a decision of non-promotion, non-renewal or termination of appointment as described in Article XVI (Discipline) under the Collective Bargaining Agreement between BMC and the Committee of Interns and Residents/Service Employees International Union (CIR/SEIU) (a labor union which represents House Officers at BMC).
- C** Due process: CIR/SEIU is the exclusive collective bargaining agent for BMC designated House Officers. Every House Officer is entitled to due process under the agreement between BMC and the CIR/SEIU. The CIR/SEIU contract can be found on the GME website on the BMC intranet.
- D** Supervision: House Officers are trainees under the general supervision of the Program Director and designated faculty.

3 REQUIREMENTS FOR PROGRAM PARTICIPATION

- A** Licensure: All House Officers must have either (1) a full Massachusetts license or (2) a limited Massachusetts license prior to the date of appointment or the commencement date of the Program. House Officers may not work without a valid medical license, but may attend orientation for which they will be paid. House Officers are responsible for payment of the annual renewal and license fees for a full license only. It is the House Officer's responsibility to provide copies of information, materials and documents required for licensure to the GME Office. Current licensure is a condition for receipt of a salary.
- B** ECFMG Certificate: All graduates of international medical schools must submit a copy of a valid Educational Council for Foreign Medical Graduates (ECFMG) Certificate. ECFMG Certification is the standard for evaluating the qualifications of International Medical Graduates (IMGs) entering the U.S. health care system. The components of ECFMG Certification include examination requirements (USMLE Step 1, Step 2 (CK) and Step 2 (CS)), medical education credential requirements, and a primary source verification of the IMG's medical diploma and transcripts.
- C** Rotations at Affiliates: Most Programs include rotations at one or more affiliated institutions in order to provide the breadth of clinical experience necessary for full training. These affiliated institutions all meet the necessary accreditation requirements for your Program. House Officers on such rotations may receive an appointment to the affiliated hospital upon recommendation of the Program Director.

4 BENEFITS

- A** Liability Insurance (and Tail Coverage) (Article VI), Malpractice Insurance, in the Collective Bargaining agreement between BMC and CIR/SEIU: All House Officers are covered for professional liability for all Program related work under a policy provided by BMC. The professional liability policy is on a modified claims made basis, with limits of \$1,000,000 per incident/\$3,000,000 annual aggregate.
- B** Professional Activities Outside of the Program (Moonlighting): Professional activities outside of the Program, *e.g.* moonlighting, are permissible only at the discretion of the Program Director and with approval of the GME Office, according to the Program's and BMC's moonlighting policies/procedures. To be covered for moonlighting, the House Officer must file a completed Authorization for Resident & Fellow Moonlighting Addendum with the GME Office for submission to the BMC insurance office prior to moonlighting and be properly credentialed for moonlighting by the appropriate hospitals through their Credentials Committee. If the facility at which a House Officer moonlights requires higher malpractice limits, the House Officer is responsible for the payment of any additional malpractice premium.

- C Salary Level:** Salary levels for House Officers are determined on the basis of the level commensurate with the total number of year's post-medical school the individual has attained in an accredited program that is a prerequisite for the current program. The salary level shall be set in accordance with the current schedule adopted by BMC, which may include, if applicable, the salary set forth in the CIR/BMC contract.
- D Vacation and Other Leave:** The Program provides an annual vacation of four weeks with pay except in the Departments of Surgery, Urology, Oral Surgery, Ear, Nose and Throat (ENT), Ophthalmology, Dermatology, and Anesthesia where the respective Chief of Service, with the approval of the Office of Graduate Medical Education, may require the fourth week of vacation leave be in the form of one (1) week of additional compensation in lieu of time off. House Officers will receive fifteen (15) days of sick leave per year. Vacation and sick leave may not be cashed out, and vacation days may not carry over from year to year. Leave, such as professional leave, will be granted at the discretion and with the approval of the Program Director. Parental, and bereavement leaves are granted in accordance with the agreement between BMC and CIR/SEIU. Family and medical leaves will be granted in accordance with applicable federal and state law. Consideration is given to minimum time requirements, i.e. the specialty boards, to ensure the defined number of months of training has been met. Information on eligibility for specialty board examinations is available from the Program Director or the specialty board. House Officers may take up to two (2) personal days in any one academic year (July 1 - June 30) to be paid out of his/her accrued sick leave. Any use of personal days is subject to the approval of the House Officer's department.
- E Health, Life, and Disability Indemnity Insurance:** House Officers are eligible for health, dental, and life insurance benefits. Completed forms must be returned in a timely manner in order to ensure receipt of benefits. BMC provides for the purchase of long and short-term disability coverage through the Voluntary Hospitals House Staff Benefits Plan of the CIR. The Medical Center maintains a policy regarding reasonable accommodation of employees with a qualified disability. Benefits are effective as of the House Officers' hire date.
- F Counseling, Medical, Psychological Support Services:** The BMC Employee Assistance Program (the "EAP Program") is available to House Officers and their immediate family members. The EAP Program provides assessment and serves as a referral source for those in need of further counseling. The program is free and is designed to assist with personal, family and work-related matters.
- G Collective Bargaining Agreement:** The House Officer's salary and benefits are governed by the collective bargaining agreement between the CIR/SEIU and the Boston Medical Center. Should any term or condition of this Section 4 conflict with the terms and conditions in the CIR/SEIU contract, the CIR/SEIU contract will prevail.

5 GRIEVANCE PROCEDURE:

The Grievance Procedure is described in Article IV of the Collective Bargaining Agreement between CIR/SEIU and BMC. A grievance means only a controversy or claim arising directly out of or relating to the interpretation, application or breach of a specific provision(s) of the Agreement during the term of this agreement. Any controversy or claim relating to the academic and/or clinical performance of a House Officer shall not constitute a grievance, but shall be subject to Article XVI, Discipline.

6 CERTIFICATES

Certificates of Program completion will be released a) upon completion of all patient records, including operative notes, and return of all hospital property (books, pagers, uniforms, and other equipment) on or before the date the Program year ends and b) when the House Officer has met all requirements and financial obligations of the Program.

7 INSTITUTIONAL RESPONSIBILITIES

The Hospital has the following obligations:

- A** To use its best efforts, within available resources, to provide an educational training program that meets the ACGME's, CODA's and/or CPME's accreditation standards or other accrediting agencies.
- B** To use its best efforts, within available resources, to provide the House Officer with adequate and appropriate support staff and facilities in accordance with federal, state, local, ACGME, CODA and CPME requirements.
- C** To orient the House Officer to the facilities, philosophies, rules, regulations, and policies of the Hospital and the Institutional and Program Requirements of the ACGME, CODA, CPME and the RRC.
- D** To provide the House Officer with appropriate and adequate faculty and Medical-Dental Staff supervision for all educational and clinical activities.
- E** To maintain an environment conducive to the health and well-being of the House Officer.

- F** To provide the following services: adequate and appropriate ancillary services, meals, on-call rooms, patient and information support services, security, and parking.
- G** To evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the House Officer on a regular and periodic basis. The Program Director shall present to and discuss with the House Officer a written summary of the evaluations at least once during each six (6) month period of training and/or more frequently if required by the Program and the program's accreditation agency. House Officers may review and request a copy of their evaluation files consistent with Hospital policy.
- H** Provide a fair and consistent review of the House Officer's concerns and/or grievances, without the fear of reprisal. The House Officer should use the grievance procedure under the agreement between BMC and CIR/SEIU as described in section 5 Grievance Procedure.
- I** To provide a policy preventing sexual and/or other forms of harassment and a mechanism for reporting and investigating such charges. See Medical Center Policy 7.0c (Discrimination and Harassment Policy Including Sexual Harassment).
- J** To provide a written policy regarding physician impairment, including substance abuse, and inform the House Officer of the Hospital's policies for handling physician impairment, including impairment relating to substance abuse.

8 HOSPITAL OR PROGRAM CLOSURE

In the event that the Hospital and/or Program is reduced or closed:

- A** The Hospital and/or Program will notify the affected House Officers of a projected reduction, closure, or discontinuation date as soon as practicable after the decision is made.
- B** The Hospital will either permit the affected House Officers already in the Program to complete their education or assist the affected House Officers in finding appointments to other residency training programs in the same specialty at the appropriate PGY level.
- C** The Hospital will provide proper care, custody and disposition of residency education records and will provide appropriate notification to licensure and specialty boards.

I accept a position as a House Officer at the Boston Medical Center and I hereby agree with the terms and conditions of this agreement.

House Officer Signature

Program Director Signature

Designated Institutional Official