

# **HOUSE OFFICER AGREEMENT OF APPOINTMENT**

Between

Name:

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And

**LEONARD J. CHABERT MEDICAL CENTER**

And

**SOUTHERN REGIONAL MEDICAL CORPORATION**

Leonard J. Chabert Medical Center (LJCMC) is herein represented by Tim Allen, Hospital Administrator, Thomas G. Ferguson, MD, Chief Academic Officer and Chief of Medicine, and Dayton Daberkow, II, MD, Program Director for the Internal Medicine Resident and Fellow Training Program at LJCMC.

Southern Regional Medical Corporation is herein represented by Phyllis Peoples, its Chief Executive Officer.

This Agreement of Appointment shall be for one (1) training year effective 7/1/2018 and ending 6/30/2019 in the Internal Medicine Residency Program in the Department of Medicine at LJCMC.

## **DEFINITIONS:**

For purposes of this Agreement of Appointment, the following terms shall have the meaning ascribed thereto unless otherwise clearly required by the context in which such term is used:

Department—The term “Department” shall mean the department of LJCMC to which the House Officer is assigned for training in the Program.

House Officer—The term “House Officer” shall mean and include interns and residents.

Program—The term “Program” shall mean the Internal Medicine Residency Program of LJCMC.

Program Director—The term “Program Director” shall mean the physician who is appointed by LJCMC to assume and discharge responsibility for the administrative and supervisory services related to the Program at LJCMC, as set forth in this Agreement of Appointment.

**HOUSE OFFICER RESPONSIBILITIES:** (Department-specific responsibilities may be attached to this Agreement)

House Officers are responsible for patient care, teaching, and scholarly activities as discussed at orientation, detailed in the Internal Medicine Residency Program Policy and Procedure Manual and specified in Departmental Guidelines, which are available in the GME office at LJCMC. Specific daily responsibilities will be assigned to House Officers on the call schedule and in day-to-day work team meetings.

The position of House Officer involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities. Each Department on a regular basis will evaluate the competence of the House Officers assigned to the Department. Confidential records of the evaluations will be maintained as Departmental property to which House Officers will have access.

House Officers shall provide patient care commensurate with their level of advancement, competence and privileges, under the supervision of appropriately credentialed attending staff. A House Officer's general obligations include:

- Providing safe, effective and compassionate patient care;
- Documentation of care by appropriate and prompt maintenance of medical records, orders, and notes;
- Developing an understanding of ethical, socioeconomic and medical/legal issues, and cost containment measures in provision of patient care;
- Participation in the educational activities of the Program and assumption of responsibility for teaching and supervising other residents and medical students;
- Participation in LJCMC orientation and education programs and other activities involving the LJCMC clinical staff;
- Participation in LJCMC committees and councils to which House Officers are appointed or invited;
- Performance of these duties in accordance with established practices, procedures and policies of LJCMC, its programs and clinical departments, and those of other hospitals or institutions to which the House Officer is assigned; and
- Meeting and maintaining Louisiana State Board of Medical Examiners (LSBME) requirements for a permit for physicians in training or for an unrestricted medical license.

### **FACULTY RESPONSIBILITIES**

The supervising faculty as appointed by the Department of Medicine will be responsible for providing adequate supervision of the House Officers during the course of their educational experience while rotating at all training sites as set forth by Internal Medicine Residency Program Policy and Procedure Manual and any affiliating entity's departmental staff policies. House Officers will be expected to be supervised in all their activities commensurate with the complexity of care being given and their own abilities and experience.

### **COMPENSATION AND BENEFITS:**

House Officers in the Internal Medicine Program receive compensation and benefits as set forth in their written employment agreements with South Louisiana Medical Associates (SLMA).

## **LJCMC DRUG PREVENTION POLICY**

The unlawful possession, use, manufacture, distribution or dispensing of illicit drugs or alcohol on LJCMC property, in the work place of any employee or House Officer of a Program or as any part of any functions or activities by any employee or House Officer of the Program is prohibited.

## **REQUIRED IMMUNIZATIONS AND VACCINATIONS**

Incoming House Officers are required to provide proof of the following Immunizations/Vaccinations as a condition of appointment:

- TB/PPD skin test or blood test within 4 months prior to start date
- Rubella immunity proven by titer or documentation of two injections of MMR vaccine
- Mumps immunity proven by titer or documentation of two injections of MMR vaccine
- Measles immunity proven by titer or documentation of two injections of MMR vaccine
- Varicella (chickenpox) immunity proven by titer, two injections of varicella vaccine, or reliable history of past varicella infection
- Hepatitis B immunity proven by proof of antibodies to Hepatitis B or documentation of Hepatitis B vaccine
- Td/Tdap vaccination within the past 10 years

Continuing House Officers are required to provide ongoing documentation of the following immunizations to continue their appointment and be appointed to the next House Officer level:

- Annual TB/PPD skin test or blood test
- Maintenance of Td/Tdap vaccination as needed

## **OUTSIDE ACTIVITIES (MOONLIGHTING):**

Professional activities outside the scope of the Program, which includes volunteer work or service in a clinical setting, or patient care services that are not required by or a part of the Program (moonlighting) shall not interfere in any way with the House Officer's responsibilities, duties, and assignments for the Program. House Officers may not be required to moonlight. It is within the sole discretion of each Department Head and/or Program Director to determine whether outside activities interfere with the responsibilities, duties and assignments of the Program. Before engaging in any activity outside the scope of the Program, a House Officer must receive the written approval of the Department Head and/or the Program Director of the nature, duration, and the location of the outside activity. Foreign Medical Graduates sponsored for clinical training as a J-1 by the Education Commission for Foreign Medical Graduates (ECFMG) are not allowed to moonlight or perform activities outside the Program.

## **SUPPORT SERVICES FOR HOUSE OFFICERS:**

Support services for House Officers employed by SLMA are set forth in the Employment Agreement between the House Officer and SLMA.

## **CANCELLATION/NON-PROMOTION AND RENEWAL/NON-RENEWAL OF AGREEMENT OF APPOINTMENT**

This House Officer Agreement of Appointment is valid for a specified period of time no greater than twelve (12) months. During the term of this Agreement of Appointment, the House Officer's continued participation in the Program is expressly conditioned upon satisfactory performance. This Agreement of Appointment may be terminated by LJCMC at any time for cause.

Neither this Agreement of Appointment nor House Officer's appointment hereunder constitute a benefit, promise or other commitment that House Officer will be appointed for a period beyond the term of this Agreement of Appointment. Promotion, reappointment, and/or renewal of this Agreement of Appointment is expressly contingent upon several factors, including, but not limited to the following: (i) satisfactory completion of all training components; (ii) the availability of a position; (iii) satisfactory performance evaluation; (iv) full compliance with the terms of this Agreement to Appointment; (v) the continuation of LJCMC's and the Program's accreditation by the Accreditation Council for Graduate Medical Education ("ACGME"); (vi) LJCMC's financial ability; (vii) furtherance of the Program; and (viii) House Officer's maintaining the appropriate permit/license issued by the LSBME.

Termination, non-promotion, and non-renewal of this Agreement of Appointment shall be subject to hearing and appeal in accordance with the provisions delineated in the Internal Medicine Residency Program Policy and Procedure Manual.

#### **LICENSURE / USMLE REQUIREMENTS**

The LSBME states "*that not later than 24 months following the effective date of an initial graduate educational temporary permit (GETP), the applicant must have taken and successfully passed step 3 of the USMLE.*" If a House Officer does not pass the USMLE Step 3 BEFORE June 30 of the House Officer's second year in the Program, the House Officer will no longer be eligible for licensure (GETP or permanent) in Louisiana, will no longer be eligible to participate in a medical residency program in Louisiana and will have his/her appointment to the Program terminated effective June 30 of the House Officer's second year in the Program.

If the House Officer elects to take the USMLE Step 3 and pass it *after June 30 of the House Officer's second year in the Program*, the Program will be unable to offer the House Officer a position to continue training at LJCMC. **Accordingly, all PGY 1 House Officers must take the USMLE Step 3 during their first year in the Program to provide several more opportunities to pass Step 3 before the end of the House Officer's second year.**

A valid permit/license issued by the LSBME is a condition of appointment as a House Officer. Suspension, revocation, termination, restriction or other interruption in the House Officer's permit/license may result in termination of this Agreement of Appointment. In the event a House Officer is notified that the House Officer's permit/license has been suspended, revoked, terminated, restricted or otherwise interrupted by the LSBME, the House Officer must immediately notify the Program Director and cease providing clinical services.

#### **HOUSE OFFICER PROGRAM CLOSURE/REDUCTION**

If LJCMC intends to reduce the size of a Program or to close a Program, LJCMC shall inform the Designated Institution Official (DIO), the LJCMC Graduate Medical Education Committee (GMEC), and the House Officers as soon as possible of the planned reduction or closure. In the event of such reduction

or closure, the Program will make reasonable efforts to allow House Officers already in the Program to complete their training or to assist House Officers in enrolling in an ACGME accredited program in which they can continue their training.

### **SUMMARY SUSPENSIONS**

The Program Director (or his/her designee) and the Department Head (or his/her designee) each shall have the authority to summarily suspend, without prior notice, all or any portion of House Officer's appointment and/or privileges, whenever it is in good faith determined that the continued appointment of the House Officer places the safety or health of patients, staff or LJCMC personnel in jeopardy or poses an imminent disruption of LJCMC's operations.

### **RESTRICTIVE COVENANTS**

LJCMC shall not require House Officer to agree to or sign a restrictive covenant not to compete.

### **GRIEVANCE PROCEDURES**

Policies and procedures for adjudication of House Officer complaints and grievances related to actions which result in suspension or dismissal or could significantly threaten a House Officer's intended career development are delineated in LJCMC policies and procedures.

### **DUTY HOURS**

Duty hours must be in accordance with LJCMC and ACGME policies. House Officer agrees to participate in LJCMC programs monitoring duty hours. House officers who fail to log duty hours or log erroneous duty hours are subject to disciplinary action. A House Officer may direct questions about duty hours to the LJCMC GME Office or the Ombudsman listed in the Internal Medicine Residency Program Policy and Procedure Manual, when the questions cannot be resolved at the Program level.

### **BOARD CERTIFICATION**

All House Officers should refer to the Internal Medicine Residency Program Policy and Procedure Manual for information relating to access to eligibility for certification by the relevant certifying boards.

By signing this Agreement of Appointment, House Officer affirms that House Officer has read and agrees to all the terms and conditions delineated in this Agreement and the LJCMC Internal Medicine Residency Policy and Procedure Manual. In addition, House Officer agrees to comply with all LJCMC policies and procedures as are from time to time adopted, authorized, and approved by LJCMC.

This Agreement of Appointment is not valid until executed by: (i) House Officer; (ii) the Program Director, (iii) the Department Head, (iv) the Hospital Administrator, and (v) the Chief Academic Officer or his/her designee.

A copy of the executed contract is available upon request in the GME office.

This Agreement, along with any attachments, represents the entire agreement between the parties and shall be amended only by a written document signed by all parties.

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House Officer

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Date

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Program Director, LJCMC

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Date

\_\_\_\_\_  
Hospital Administrator, LJCMC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Academic Officer, LJCMC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Executive Officer,  
Southern Regional Medical Corporation

\_\_\_\_\_  
Date