

# HOUSE OFFICER AGREEMENT OF APPOINTMENT

Between

Name: \_\_\_\_\_

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And

LEONARD J. CHABERT MEDICAL CENTER

And

BOARD OF SUPERVISORS OF THE LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL COLLEGE

(Hereinafter referred to as “University”), herein represented by Rhonda Green, Hospital Administrator and Thomas G. Ferguson, MD, Chief Academic Officer, Chief of Medicine, and Dayton Daberkow, II, MD, Program Director for Internal Medicine at the Leonard J. Chabert Medical Center in Houma, Louisiana

This Agreement of Appointment shall be for one training year effective (date) \_\_\_\_\_ and ending (date) \_\_\_\_\_ in the Program of Categorical Internal Medicine in the Department of Medicine.

## **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:

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

Program—The term “Program” shall mean a Resident and Fellow Training Program of Leonard J. Chabert Medical Center (LJCMC).

Program Director—The term “Program Director” shall mean the LJCMC faculty physician who shall be appointed by LJCMC to assume and discharge responsibility for the administrative and supervisory services related to a Program for a Department at LJCMC, as set forth in this Agreement of Appointment. One or more Program Directors may be appointed with respect to each Program.

**HOUSE OFFICER RESPONSIBILITIES:** (Department specific responsibilities may be amended to this document)

House Officers are responsible for patient care, teaching, and scholarly activities as discussed at orientation, detailed in the Graduate Medical Education (GME) Manual of LJCMC and specified in Departmental Guidelines, which are available in the GME office. Specific daily responsibilities will be assigned to House Officers on the call schedule and in day-to-day work team meeting.

The position of House Officer involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities. The Department on a regular basis will evaluate the competence of the House Officers and confidential

records of the evaluations will be maintained as Departmental property to which House Officers have access.

House Officer shall provide patient care commensurate with their level of advancement, competence and privileges, under the supervision of appropriately credentialed attending staff. 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 and understanding of ethical, socioeconomic and medical/legal issues, and cost containment measures in provision of patient care
- Participation in the educational activities of the training program and assumption of responsibility for teaching and supervising other residents and medical students
- Participation in institutional orientation and education programs and other activities involving the clinical staff
- Participation in institutional committees and councils to which House Officers are appointed or invited
- Performance of these duties in accordance with established practices, procedures and policies of the University, its programs and clinical departments, and those of other hospitals or institutions to which the House Officer is assigned
- Meeting and maintaining Louisiana State Board of Medical Examiners requirements for a permit for physicians in training or unrestricted medical licensure.

### **FACULTY RESPONSIBILITIES**

The supervising faculty as appointed by the Department of Medicine will be responsible for providing adequate supervision of the house officer during the course of their educational experience while rotating at all training sites as embodied by both LJCMC House Staff Policy and Procedure Manual, and affiliating entity department's staff policies. Residents will be expected to be supervised in all their activities commensurate with the complexity of care being given and the residents own abilities and experience.

### **COMPENSATION:**

For and in consideration of services rendered under this Agreement of Appointment, compensation will be provided in accordance with the pay scale determined by the managing entity of the Louisiana Public Hospital System.

For a House Officer (level) \_\_\_\_\_ the salary will be \_\_\_\_\_ for fiscal year beginning July 1, 2008.

Housing, meals, and two (2) lab coats will be provided. Laundry is not provided. House Officer work hours vary within acceptable ranges determined by House Officer Program. House Officers are paid every two weeks, calculated from the above salary expressed as hourly pay for a 7-day workweek of 8 hours per day.

## **INSURANCE:**

**Health Plans:** House Officers are eligible for the same health insurance/HMO plans as those for state employees. Other health insurance may be chosen if desired and paid for by the House Officer. As a condition of employment, House Officers agree to maintain one of these health plans or other plan with equal or better benefits.

**Medical Malpractice Liability Coverage:** House Officers providing services pursuant to this Agreement of Appointment are provided professional liability coverage in accordance with the provisions of Louisiana Revised Statutes 40: 1299.39 et seq which also provides for coverage after completion of the residency program (tail coverage). House Officers assigned as part of their prescribed training under this Agreement of Appointment to facilities outside the state of Louisiana must provide additional professional liability coverage with indemnity limits set by the House Officer Program. House Officers engaged in activities outside the scope of the House Officer program, are not provided professional liability coverage under LSA-RS 40: 1299.39, unless said services are performed at Louisiana public health care facilities.

## **Disability:**

LJCMC House Officers are eligible for the same disability insurance as all LJCMC employees.

## **LEAVE:**

**Vacation Leave:** House Officers are permitted 21 days (three 7 day weeks) of non-cumulative paid vacation leave in the first year and 28 days (four 7 day weeks) per year thereafter, subject to Departmental Policy. All vacations must be used in the year earned and may not be carried forward. All vacation leave not used at the end of the fiscal year is forfeited.

**Sick Leave:** House Officers are permitted 14 days (two 7 day weeks) of non-cumulative paid sick leave per year. Extended sick leave without pay is allowable, at the discretion of the Department and in accordance with applicable law.

**FMLA** – Family Medical Leave Act is available to any and all residents after 12 consecutive months of employment

**Maternity/Paternity Leave:** To receive paid maternity leave House Officers must utilize available vacation leave (up to 21 or 28 days depending on the House Officer level) plus available sick leave (14 days), for a total of up to 42 days. Department Heads and/or Program Directors may grant extended unpaid maternity leave as appropriate and in accordance with applicable law. **Paternity Leave:** To receive paternity Leave, House Officers must utilize available vacation leave and may qualify for unpaid leave under applicable law. Under special circumstances, extended leave may be granted at the discretion of the Department Head and/or Program Director and in accordance with applicable law.

**Educational Leave:** House Officers may be permitted 5 (five) total days of educational leave to attend or present at medical meetings at the discretion of the Department Head and/or Program Director.

**Military Leave:** House Officers are entitled to a total of 15 (fifteen) days of paid military leave for active duty. All military leave, whether paid or unpaid, will be granted in accordance with applicable law.

**Leave of Absence:** Leave of absence may be granted, subject to Program Director approval and as may be required by applicable law, for illnesses extending beyond available sick leave, academic remediation, licensing difficulties, family or personal emergencies. To the extent that a leave of absence exceeds available vacation and/or sick leave, it will be leave without pay.

Make up of missed training due to leave of absence for any reason is to be arranged with the Program Director in accordance with the Board of the affected specialty. The Department and the Hospital reserve the right to determine what is necessary for each House Officer for make-up including repeating any part of House Officer Program previously completed.

The GME Office must be notified of any sick leave extending beyond two weeks. Weekends are included in all leave days. Each type of leave is monitored and leave beyond permitted days will be leave without pay. Make up of training time after extended leave is at the discretion of the Department Head and/or Program Director and governed by applicable law.

### **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 student of the Program or as any part of any functions or activities by any employee or student of the Program is prohibited.

The Hospital has employed a pre-employment drug screening requirement and a drug and substance abuse policy that includes provisions for employee drug testing. Acceptance of this offer constitutes acceptance of the Hospital drug screening policy as a condition of employment and adherence to all institutional policies that may be implemented now or in the future. This offer is contingent on satisfactory completion of a drug screen.

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

Professional activities outside the scope of the House Officer Program, which includes volunteer work or service in a clinical setting, or employment that is not required by the House Officer Program (moonlighting) shall not interfere in any way with the responsibilities, duties, and assignments of the House Officer Program. Residents must 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 House Officer Program. Before engaging in activity outside the scope of the House Officer Program, House Officers must receive the 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 clinical training program.

### **OUT OF STATE SERVICE**

If rotating to an out of state institution, House Officers agree to follow the rules, regulations, and/or bylaws of that institution. Educational objectives and level of compensation will be established between the institution and the appropriate Department Head. Malpractice coverage must be arranged other than that provided by LSA-RS 40: 1299.39

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

Confidential counseling, medical and psychological support services are available through the Medical Director of LJCMC and/or the appropriate Program Director for the House Officer seeking voluntary assistance.

### **PHYSICIAN IMPAIRMENT POLICY:**

House Officers who work at LJCMC are expected to report to work in a safe and fit condition. A House Officer who is taking prescription medication(s) and/or has an alcohol, drug, psychiatric or medical condition(s) that could impair the House Officer's ability to perform in a safe manner must contact the Louisiana State Medical Society's Physicians' Health Program, whose mission is to assist and advocate for physicians who are impaired or potentially impaired as approved by the Louisiana State Board of Medical Examiners. If a House Officer knows of a physician or colleague who the House Officer reasonably believes may be impaired, House Officer may report that physician to the Physicians' Health Program.

A House Officer who is reasonably believed to be impaired or potentially impaired, but refuses to avail him/herself of assistance shall be reported to the Physicians Health Program.

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

House Officer Agreements of Appointments are 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 House Officer Program is expressly conditioned upon satisfactory performance. This Agreement of Appointment may be terminated 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. 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 the Hospital's and House Officer Programs' accreditation by the Accreditation Council for Graduate Medical Education ("ACGME"); (vi) Hospital's financial ability; and (vii) furtherance of the House Officer's Program.

Termination, non-promotion, and non-renewal of this Agreement of Appointment shall be subject to appeal in accordance with the provisions delineated in the House Officer Manual.

### **SEXUAL HARRASSMENT**

It is the policy of Leonard J Chabert Medical Center that every employee should be able to work in an environment free from the intimidation of sexual harassment.

An employee who feels or believes that they have been sexually harassed MUST report the incident(s) to the Human Resources Director of the facility, who will in turn follow LJCMC's and LSUHSC Health Care Services Division (HCSA) policy and procedure. The report MUST be in writing. A complaint form is made part of this policy and shall be available at all facilities'

Human Resource Offices to facilitate reporting and investigation of incidents of sexual harassment. Use of this form will meet the requirement that the complaint be in written form.

LSUHSC-HCSD is committed to its prohibition against sexual harassment and to its affirmation to hear and resolve all complaints through an internal complaint and investigative process, in a timely, fair, impartial and effective manner.

Confidentiality of all parties will be respected to the greatest extent possible. Employees complaining of or reporting sexual harassment will not be subjected to retaliation of any kind. LSUHSC-HCSD prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if after investigating any complaint of harassment, it has been determined that the employee has provided false information regarding the complaint, then disciplinary action will be taken against the individual who filed the false complaint or gave the false information.

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

If LJCMC intends to reduce the size of a House Officer Program or to close a residency program, LJCMC shall inform the Designated Institution Official (DIO), the Graduate Medical Education Committee (GMEC), and the House Officers as soon as possible of the 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 education or to assist House Officers in enrolling in an ACGME accredited program in which they can continue their education.

### **SUMMARY SUSPENSIONS**

The LJCMC Program Director, or designee, Department Head, or 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 House Officer places the safety or health of patients or LJCMC personnel in jeopardy or to prevent imminent disruption of LJCMC's operations.

### **RESTRICTIVE COVENANTS**

The ACGME does not allow restrictive covenants for House Officers, thus restrictive covenants are not imposed by LJCMC.

### **GRIEVANCE PROCEDURES**

Policies and procedures for adjudication of House Officer complaints and grievances related to action which result in dismissal or could significantly threaten a House Officer's intended career development are delineated in the LJCMC Medical Staff Bylaws, Rules and Regulations and Housestaff Policy and Procedure Manual.

### **DUTY HOURS**

Duty hours must be in accordance with the institutional and ACGME policies. The House Officer agrees to participate in institutional programs monitoring duty hours. Questions about duty hours should be directed to the Graduate Medical Education Committee at LJCMC when they cannot be resolved at the Program level.

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

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

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

This document, with any appendices represents the entire agreement between the parties.

\_\_\_\_\_  
House Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Academic Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hospital Administrator

\_\_\_\_\_  
Date