



Rhode Island Hospital
The Miriam Hospital
Lifespan Partners

**RHODE ISLAND HOSPITAL
HOUSE OFFICER'S AGREEMENT**

Rhode Island Hospital (the "Hospital") offers and the Physician "House Officer" hereby accepts appointment as Resident/Fellow under the terms and conditions of the Hospital's House Officer's Handbook and the terms and conditions of this Agreement.

HOUSE OFFICER:

SPECIALTY:

LEVEL OF TRAINING (Year):

DURATION: (one year) FROM: TO:

ANNUAL STIPEND: \$

This Agreement describes the terms and conditions that govern the graduate medical education (GME) programs sponsored by Rhode Island Hospital and your rights and responsibilities as a participant in the program(s) to which you have been offered training. Your signature at the end of this Agreement signifies your acceptance of the terms and conditions of your training at the Hospital and its affiliates within the Lifespan health system ("Lifespan").

I. GENERAL PROVISIONS

A. The Hospital Agrees to Provide:

1. A training program that meets the standards of the Common and Program Specific Requirements for Accredited Training Programs of the Accreditation Council for Graduate Medical Education ("ACGME") and/or that is accepted by the American Board of that specialty.
2. Payment of the stipend set forth above in regular installments, subject to the Hospital's payroll policies.

3. An environment in which residents may raise and resolve issues without fear of intimidation or retaliation through support of the Resident and Fellow Forum, personnel resources in the office of Graduate Medical Education and house staff membership on hospital and Graduate Medical Education committees. The policy on Eligibility, Selection, Evaluation, Advancement, Supervision and Due Process for House Officers provides procedures for adjudication of resident complaints and grievances related to actions that could affect their career progression.
4. Access to information related to eligibility for specialty board examinations. The residency/fellowship program accreditation standards and the board certification standards for all programs are available from several resources, such as the American Board of Medical Specialties website (www.abms.org) as well as within the Hospital's individual residency offices.
5. Reasonable accommodations to House Staff with known disabilities who request accommodations in accordance with state and federal laws and Lifespan's Reasonable Accommodation Policy (HR 4.9).
6. Training on preventing sexual and other forms of harassment and the reporting and investigation mechanisms of such charges in accordance with Lifespan's Sexual Harassment Policy (CCPM 14).

B. The House Officer Agrees to:

1. Comply with the standards and obligations set forth in the House Officer Agreement and the House Officers' Handbook, available on the Hospital's intranet.
2. Cooperate fully with the Hospital in coordinating and completing all required administrative and accreditation submissions and activities, including the timely completion of patient medical records, clinical and educational work hours reports, faculty and program evaluations, license renewal, and other documentation required by the ACGME, the Hospital, and the House Officer's Department or Program.
3. Comply with the Hospital's requirements related to vaccinations, mask fit testing, and TB testing.
4. Participate in all mandatory orientation and training required by the Hospital, including Corporate Compliance training, OSHA training and other required educational training.
5. Cooperate fully in any investigations, discovery, and defense that may arise from the House Officer's activities at the Hospital or Lifespan.
6. Comply with Lifespan's policies regarding the confidentiality of medical records and patient information, including policies restricting access to medical records, use of patient images, and social media.

7. Participate in safe, effective, and compassionate patient care under supervision, commensurate with his/her/their level of advancement and responsibility.
8. Participate fully in the educational activities of his/her/their program and, as reasonably required, assume responsibility for teaching and supervising other House Officers and students.
9. Participate in institutional programs and activities involving the medical staff, and adhere to established practices, procedures and policies of other institutions participating in activities and rotations assigned as part of the specific training program.
10. Provide requested information and documentation to the Hospital evidencing that he/she/they is eligible for limited medical registration or full licensure as a physician in the state of Rhode Island.
11. Comply with applicable provisions of the Lifespan Corporate Compliance Program and adhere to Lifespan's Code of Conduct and general Compliance Policies.
12. As requested, participate in institutional committees, councils and task forces, especially those that relate to patient care activities.
13. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
14. Conform to all applicable federal and state laws and regulations in effect during the period of employment.
15. Apply cost containment measures in the provision of patient care and resource utilization.
16. Complete all patients' medical records within the time specified by the Hospital. Failure to complete medical records in a timely fashion may result in suspension from the program until such records are completed, or termination from the program.
17. Comply with the Hospital's Policy on Sexual Harassment (CCPM 14), the Physician Behavior Policy and all other policies in the House Officers' Handbook and on the GME Office Intranet site. Failure to comply with these policies may result in disciplinary action, including termination.
18. The House Officer acknowledges his/her/their understanding that acceptance into the training program will be contingent on a background security check or criminal background check of the House Officer if Hospital requires all new House Officers to submit to such a background check. If requested by the Hospital, the House Officer shall complete forms and provide documentation deemed necessary by the Hospital to permit Hospital to obtain the background security check or criminal background check on the House Officer. The Hospital will make a determination of whether the information revealed by the background security check or criminal background check renders the House Officer ineligible for acceptance into the training program.

19. Lifespan does not hire users of tobacco products and the House Officer acknowledges his/her/their understanding that acceptance into this training program is contingent upon not using tobacco products. Acceptance into the training program will be contingent upon pre-employment drug and nicotine screening if the Hospital requires all new House Officers to submit to such screening.
20. Lifespan is a drug-free workplace. The House Officer acknowledges his/her/their understanding that acceptance into the training program will be contingent upon the information obtained in a pre-employment drug screening if Hospital requires all new House Officers to submit to such screening. The Hospital will make a determination of whether the information revealed by any required drug screening test renders the House Officer ineligible for acceptance into the training program.
21. The House Officer attests that he/she/they has not violated any national match agreement (e.g., NRMP, San Francisco Match) in accepting a position at a Lifespan affiliated hospital.

C. Term and Conditions for Reappointment

1. **Term of the Agreement:** The initial term of this Agreement and all subsequent terms shall be one year.
2. **Procedures for Reappointment:** The specific procedures for appointment and reappointment as a House Officer are set forth in the Policy on Eligibility, Selection, Evaluation, Advancement, Supervision and Due Process for House Officers, located in the House Officers' Handbook.
3. **Program Advancement:** Subject to the Hospital's determination of the House Officer's adequate performance of duties, the structure and capacity of the program, the financial capacity and needs of the Hospital, and a favorable recommendation from the Program Director, the House Officer, with his/her/their agreement, will be re-appointed annually through the completion of the normal course of training of the respective program.

Program advancement is specifically based on evidence of satisfactory progressive clinical knowledge and skill, professional behavior, adherence to ethical standards, adherence to the Hospital's policies and procedures, patient/staff interactions, and demonstrated ability to assume increasing responsibility for patient care. Failure to achieve the proficiency level required by the program may result in non-promotion, non-renewal, or termination of appointment. House officers who engage in misconduct may also be subject to discipline, including termination.

4. **Non-Renewal or Non-Promotion:** In those cases where this Agreement will not be renewed (other than by mutual agreement of the parties or completion of the program), or where the House Officer will not be promoted to the next level of training, the House Officer shall be informed in writing of such decision no later than four months prior to the House Officer's current Agreement, unless the primary reason(s) for the decision not to

promote or renew occurs within the last four months of the term of this Agreement, in which case the House Officer will be provided with as much advance written notice of the decision not to renew or promote as the circumstances will reasonably allow. In all such circumstances, the policy on Eligibility, Selection, Evaluation, Advancement, Supervision and Due Process for House Officers located in the House Officer's Handbook will govern the parties' rights and responsibilities.

- D. **The Hospital's Policy on Eligibility, Selection, Evaluation, Advancement, Supervision and Due Process for House Officers**, including the provisions set forth therein regarding the termination of this Agreement and the adjudication of House Staff complaints and grievances, is located in the House Officers' Handbook and is considered a part of this Agreement. The Rhode Island Hospital Staff Association Bylaws and the Rhode Island Hospital Employee Handbook are not applicable to House Officers and House Officers have no rights or obligations stated therein.
- E. **No Guarantee of Employment**: The House Officer acknowledges his/her/their understanding that acceptance to and completion of this training program in no respect guarantees or implies any right to medical staff appointment or granting of medical staff privileges in any other capacity, or any other employment by or at the Hospital. In addition, House Officers will not be required to sign a non-competition guarantee.
- F. **Clinical and Educational Work Hours**: Clinical and educational work hours shall be assigned in compliance with ACGME requirements in effect at the time for residents and fellows. The Hospital's Policy on Clinical and Educational Work Hours is located in the House Officer's Handbook. All house officers will report duty hours honestly, at time periods directed by their training program and/or the GME Office.
- G. **Moonlighting**: Each individual Program will determine if professional activities outside the Program are allowed (i.e. Moonlighting or Paid on Call) beginning PGY2. If allowed, all Moonlighting or Paid On Call activities conducted by the House Officer shall be in accordance with the Policy on Moonlighting for House Officers, located in the House Officers' Handbook.
- H. **Reduction in or Discontinuance of Program**: In the event that the number of House Officers in the Hospital's program is reduced or the Hospital's training program is discontinued, the Hospital will inform the House Officer at as early a date as possible, will assist the House Officer in locating another training program, and will ensure proper disposition of the House Officer's education records. The Hospital's Policy on Residency Closure/Reduction is located in the House Officer's Handbook.

II. BENEFITS

- A. **Vacation**. In accordance with the Vacation Policy for House Officers, located in the House Officer's Handbook, Postgraduates in the first, second and third year of training receive 3 weeks of paid vacation time (21 days) per training year. Postgraduates in the fourth through eighth years of training shall receive four weeks (28 days) of paid vacation time per training year. All vacation days must be scheduled in advance in accordance with the policies set by the Program

Director. Vacation time cannot be carried over from year to year. Approved vacation time does not relieve the House Officer of completing the training requirements of her/his/their program. Individual Programs may offer one week (7 days) of unpaid time at the end of the PGY1 contract (typically offered June 24-30 for "on-cycle" PGY1s).

- B. **Employee Benefit Plans:** Coverage under Rhode Island Hospital employee benefits programs, for Health Insurance, Dental Insurance, and Life Insurance is available to the House Officer, effective on the first day of employment. The type of coverage offered will be governed by the Hospital's benefits policies as in effect from time to time for salaried employees during the term of this Agreement. Copies of specific policies currently in effect are available from the Human Resources Department. If the Hospital conducts a re-enrollment of its health plan(s) during the term of this Agreement, the House Officer will be offered the opportunity to re-enroll according to the Hospital's benefits policies in effect at the time for its salaried employees.
- C. **Health Services:** The services of all Hospital Ambulatory Services, as well as Employee and Occupational Health Services (EOHS), are available to House Officers subject to Hospital policies and the requirements and/or limitations of the health insurance coverage selected by the House Officer.
- D. **Professional Liability Insurance Coverage (Malpractice):** All House Officers are provided with professional liability insurance coverage through the Hospital's Self-Insurance Program for all activities and rotations undertaken and approved as part of House Officer's specific training program. A summary of the pertinent information may be found in the House Officers' Handbook. Coverage for professional activities outside the Programs (moonlighting) is not provided and must be arranged by the House Officer, in accordance with the Policy on Moonlighting for House Officers, located in the House Officers' Handbook. House Officers cannot Moonlight or take Paid on Call without the written permission of their Program Director and the GME office.
- E. **Disability Insurance:** In the event of a disabling illness or injury to a House Officer that lasts more than 30 calendar days the House Officer may be eligible to receive disability benefits under the Hospital's Temporary Disability Policy and/or Long Term Disability Insurance Program, depending on the nature and length of the disability, as in effect at that time for salaried employees. House Officers may also be eligible for Rhode Island Temporary Disability Insurance or Temporary Caregiver Insurance in accordance with applicable state law.
- F. **Sick Days (absence from work for less than 1 week duration).** Sick days must be scheduled in advance, if possible, and must be approved by the Program Director. If advance notice is not possible, the House Officer must notify the Program Director as soon as possible of the need for the sick leave.
- G. **Leaves of Absence:** All leaves of absence 1 or more weeks in duration (7 days or more) must be arranged and approved through the GME Office in collaboration with EOHS. Unapproved leaves are not allowed and may be a reason for termination from the training program.

1. *Parental and Family Medical Leave:* House Officers are afforded leaves of absence in accordance with the House Officer's Leave of Absence Policy and the Lifespan System-wide Family and Medical Leave of Absence (FMLA) policy, (HR 2.1.1), which are designed to be consistent with the state Parental and Family Medical Leave Act of 1990, and the federal Family & Medical Leave Act of 1993.

For leave under Lifespan's FMLA policy, House Officers will be provided with the equivalent of 100% percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken.

2. *Personal Leaves of Absence:* Personal and other unpaid leaves that are not considered Family and Medical Leaves under the Lifespan System-wide Policy, including School Involvement Leave as described in the Lifespan System-wide Policy, may be granted by the Program Director. (See also Leave of Absence Policy in the House Officer's Handbook, as well as the Lifespan System-wide Leave of Absence policy.)
3. *Effect of Leaves on Training Requirements:* The granting of a leave of absence or other time away from the training program does not relieve the House Officer of the obligation to complete all program-specific reappointment requirements, ACGME Program Requirements or Specialty Board eligibility requirements. Therefore, the Program Director may require a House Officer to assume compensatory service and educational activities either during the appointment year or by extending the House Officer's appointment year or training time in order to meet training requirements or specialty board eligibility requirements. The House Officer may receive a stipend during the extended time if approved by the Program Director, but will not graduate from the training program until all requirements are met.

H. **Limited Medical Registration:** If the House Officer is not required to obtain or does not desire to obtain full medical licensure, the Hospital will register the House Officer and pay for Limited Medical Registration in Rhode Island. House officers must obtain a full unrestricted license if they intend to practice outside of the graduate medical education program at any time during the period of training; this includes moonlighting activities. If the house officer chooses to obtain (or must obtain) full medical licensure, the house officer is responsible for the cost of licensure as well as the application to the Board of Medical Licensure & Discipline. The GME office will refund the cost of a limited license to any house officer obtaining a full medical license. Note that for fellows who also obtain appointments to the hospital's medical (attending) staff, the medical staff credentialing rules apply.

I. **Rhode Island Controlled Substance Registration and Federal Drug Enforcement Agency (DEA) Registration (Narcotics):** The Hospital will register and pay for Rhode Island Controlled Substance Registrations (CSRs) for all House Officers with a Limited Medical Registration in the State of Rhode Island. The Hospital will not register and pay for the Rhode Island CSR for a House Officer with full medical licensure in the State. Further, it is the responsibility of the House Officer to obtain his/her/their Federal Drug Enforcement Agency (DEA) Registration at the time that full Licensure in the State of Rhode Island is attained. House officers on full licenses cannot use hospital-associated DEA registration numbers.

- J. **Uniforms:** The Hospital will supply and launder, at the Hospital's expense, uniforms for all House Officers (including scrub suits and white coats).
- K. **Living Quarters (while on duty), Meals (while working):** On-call rooms are provided by the Hospital for use by a House Officer when the House Officer is on-call and required to remain on the premises during the on-call period. "Living quarters while on duty" consists of a shared overnight space with a private room, which the Hospital will provide without expense to the House Officer. An allowance for meals will be made to House Officers as defined in the Meal Policy located in the House Officer's Handbook.
- L. **Counseling, Medical, Psychological Services and Other Support Services:** The Hospital offers these services at no charge for the assessment for House Officers or their family members through the Coastline Employee Assistance Program (Coastline EAP), a private, non-profit organization. House Officers who desire ongoing professional services will receive assistance from the Hospital in accordance with the terms of the House Officer's medical benefit plan. All matters/records are handled confidentially. Details regarding Coastline EAP appear in the House Officers' Handbook and on the Hospital intranet.
- M. **Physician Impairment and Substance Abuse:** The Hospital provides an educational program for House Officers on physician impairment. Resources on Substance Abuse and Physician Impairment for House Officers are located in the House Officer's Handbook and are available through the GME Office.

III. ACCEPTANCE OF AGREEMENT

I understand that an electronic signature has the same legal effect as a written signature and can be enforced in the same way, and that my electronic signature and this electronic signature agreement are pursuant to R.I. General Laws 42-127.1, the Uniform Electronic Transactions Act, and in accordance with RI General Laws 2-35, the Administrative Procedures Act.

☐ By checking this box and typing my name below, I am electronically signing my employment agreement.

In witness whereof the Parties hereto have subscribed their names.

Rhode Island Hospital

House Officer

Signature

Jessica L. Smith, MD, FACEP
Director, Graduate Medical Education,
D.I.O, & Associate Chief Medical Officer
Date: 12/1/22

Signature

Print Name

Date