

HOUSE OFFICER AGREEMENT

_____/_____/_____ to ____/____/____

FULL NAME: _____
LAST FIRST MIDDLE

PROGRAM: _____ **PGY LEVEL** _____

ANNUAL SALARY: \$ _____

This House Officer Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between the above-named individual (the "House Officer") and the Cambridge Public Health Commission, d/b/a Cambridge Health Alliance (the "Commission"), on its own behalf and on behalf of its wholly-owned subsidiary, CHA General Services, Inc. (the "Employer").

The Commission has appointed the House Officer to the graduate medical education program set forth above. This Agreement describes the principles which govern the graduate medical education programs (each a "Program") sponsored by the Commission and the House Officer's rights and obligations as a participant in a Program. Subject to Section 14 below, this Agreement also sets forth the terms of the House Officer's employment as an employee of the Employer and participant in the Program(s) listed above.

1. DURATION OF APPOINTMENT

The House Officer has been appointed by the Commission to the Program(s) listed above for the one year period set forth above.

2. RESPONSIBILITIES OF HOUSE OFFICERS

- A. Scope of Responsibility: Interns and residents (collectively, "House Officers") at the Commission have responsibility for the care and treatment of patients. The House Officer will be responsible for the initial evaluation of the patient including complete physical examination and write-up, the ordering of appropriate diagnostic tests and interpretation of the results, the performance of special procedures requiring the training of a physician, and communication with the appropriate staff physician regarding the ongoing therapeutic management of the patient, whether as an inpatient or outpatient, including the diagnostic and therapeutic considerations with the patient and his/her family.
- B. Guidelines: The guidelines for the House Officer's responsibilities shall include the following:
 - a. the Cambridge Health Alliance Bylaws of the Medical Staff.
 - b. Essentials of Accredited Residencies as published by the American Medical Association, by the American Board of Neurology and Psychiatry, the American Dental Association, and by the Council of Podiatric Medical Education and the American Podiatric Medical Association.
 - c. The Hospital Accreditation Standards promulgated by The Joint Commission.

- d. The General Laws of the Commonwealth of Massachusetts governing the practice of medicine and the regulations promulgated thereunder by the Board of Registration in Dentistry, the Board of Registration in Medicine and the Board of Registration of Podiatrists. Copies of these documents or any relevant sections will be provided by the Commission to the House Officer within one month of his or her first day of employment. The Commission will inform the House Officer of any revisions or amendments to the aforementioned documents in a timely manner and printed copies will be distributed by the Commission to the House Officer within one month of the date the Commission receives such printed amendment or revisions.

C. Other:

- a. The Cambridge Health Alliance Graduate Medical Education Committee has the responsibility of monitoring and advising on all aspects of residency education and has the authority to establish and implement policies that affect quality of education and the terms and conditions of appointment and reappointment. These policies are set forth in the document entitled “Policies on Residency Training Programs” with an effective date of June 2015 (as amended from time to time, “CHA policy”).
- b. The House Officer is an integral member of their department and will participate, as appropriate, in the academic and improvement activities of their department.
- c. The House Officer shall comply with Commission policies, medical staff rules and regulations, accreditation standards and applicable state and federal laws and regulations.

3. REQUIREMENTS FOR PROGRAM PARTICIPATION

- A. Licensure: The House Officer 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 to which he or she is appointed. The Commission is responsible for payment of the annual renewal and license fees. It is the House Officer's responsibility to provide copies of information, materials and documents required for licensure. Current licensure is a condition for receipt of salary.
- B. ECFMG Certificate: If the House Officer is a graduate of an international medical school, he or she must submit a copy of a valid Educational Council for Foreign Medical Graduates (ECFMG) Certificate as evidence of passing the ECFMG or the United States Medical Licensing Examination (USMLE) and English test.

4. BENEFITS

A. Professional Liability Insurance

The Commission shall obtain and maintain in full force and effect during the duration of the House Officer's appointment under this Agreement a policy or policies of professional liability insurance insuring the House Officer for professional acts or omissions in connection with services provided under this Agreement. Each such policy shall be a modified, claims-made policy that includes a fully paid up tail coverage rider. The current limits on the Commission's current such policy are \$5,000,000 per occurrence and \$10,000,000 in annual aggregate. The scope of such coverage is further delineated in the CIR Agreement (defined in Section 14 below).

B. Disability and Health Insurance

- 1. Coverage Options: The House Officer shall be eligible to receive full and comprehensive health insurance for inpatient and outpatient care offered by the Employer, including the following

coverage options: CHA Option and CHA Choice Plan, which are administered by Health Plans, Inc.

2. Health Insurance Contributions.

If the House Officer is full-time and opts for a CHA Option plan, the respective employer and employee contributions shall be:

- 90% contribution from the Employer
- 10% contribution from the House Officer

If the House Officer is full-time and opts for a health insurance plan other than a CHA plan, the respective employer and employee contributions shall be:

- 80% contribution from Employer
- 20% contribution from the House Officer

If the House Officer is part-time and works 20 or more hours per week, the House Officer's employee contributions shall be prorated as follows:

- 36-40 hours per week 20%
- 24-35 hours per week 30%
- 20-24 hours per week 40%

To the extent allowed by law, the House Officer's employee contributions shall be paid by the House Officer on a pre-tax basis. Health insurance coverage shall commence on the first of the month following the date that the House Officer comes on the Employer payroll.

3. Part-Time House Officers: To be eligible for health insurance the House Officer must work a minimum of twenty (20) hours per week.
4. Other Coverage Option: If the House Officer is eligible for Employer health insurance but has alternative health insurance coverage provided by a source other than the Employer and elects not to enroll in the Employer's health insurance program, the House Officer shall be entitled to \$62.50 per month payment in lieu of health insurance for each month he or she does not take Employer insurance provided the House Officer uploads a copy of a current health insurance ID card into the CHA enrollment portal. Should the House Officer lose the alternative insurance w/out fault of his/her own, the House Officer may then enroll in the Employer's health insurance program without waiting periods or preexisting condition restrictions. The House Officer may also enroll in the Employer's health insurance program without restrictions at the time of open enrollment. Payment in lieu of insurance ends when the employee enrolls in Employer provided insurance or when eligibility for Employer provided insurance ends.
5. Pre-Tax Contribution/Pre-Tax Flexible Spending Account: The Employer will make available a pre-tax flexible spending account for dependent care and non reimbursable medical expenses.
6. Domestic Partners: The provisions of the City of Cambridge domestic partners ordinance apply to this Agreement and the employment relationship between the House Officer and the Employer.
7. Disability, Dental and Optical Insurance: The Commission shall contribute \$756.00 annually to the carrier for the purchase of the House Officer's short and long term disability, dental and optical insurance. This coverage is provided by the House Staff Benefits Plan of the Committee of Interns and Residents as further provided in the CIR Agreement.

C. Counseling, Medical, Psychological Support Services

The Commission will provide the House Officer with access to confidential medical, counseling and psychological support services as provided under CHA policy.

D. Vacation Leave

The House Officer shall receive four (4) weeks of vacation (a week of vacation consisting of seven (7) consecutive days off) with pay, except in those departments in which specialty board certification requires more than forty-eight (48) weeks of active duty during a calendar year. In such cases of specialty board certification, the House Officer shall receive an additional week's pay in lieu of a week of vacation time. Podiatric residents shall receive 2 weeks vacation with pay and 2 weeks additional pay in lieu of 2 weeks of vacation time.

E. Sick Leave

The House Officer shall be granted sick leave, without loss of pay, in the amount of fifteen (15) days a year for absence caused by illness or injury to the employee or to attend to the illness or injury of a member of the family within the House Officer's household. Unused sick leave may be accrued from year to year and may be used for any of the leaves of absence permitted under CHA policy.

F. Leaves of Absence: Personal Days

The House Officer shall be entitled to take leaves of absence and personal days as set forth under CHA policy.

5. PROFESSIONAL ACTIVITIES OUTSIDE THE EDUCATIONAL PROGRAM

Residency is a full-time responsibility. Activities outside the educational program must not interfere with the House Officer's performance in the educational process. Accordingly, the House Officer may only moonlight in accordance with the policy therefore set forth under CHA policy.

6. PODIATRY POLICIES AND PROCEDURES

If the House Officer has been appointed to the Program in Podiatry, the Commission shall provide a separate set of "Policies and Procedures" that outline the manner in which the Podiatric program is run. These Policies and Procedures shall be specific only to House Officers in the Podiatric program and do not apply to any other employees.

7. DUTY HOURS

The House Officer's work hours will be determined and scheduled in accordance with CHA policy and the CIR Agreement.

8. PHYSICIAN IMPAIRMENT AND SUBSTANCE ABUSE

The Commission shall provide the House Officer with an educational program regarding physician impairment, including substance abuse.

House Officer impairment from drug or alcohol abuse will be referred to the Physician Health Service of the Massachusetts Medical Society for confidential assessment. If treatment is indicated, the house officer will enter into a contractual treatment plan with periodic notification to the applicable Department Chief. Prior to returning to active duty, a physician who receives treatment for impairment from drug or alcohol abuse will be required to undergo a Fitness for Duty examination, as outlined in the CIR Agreement.

9. HARASSMENT AND DISABILITY POLICIES

During initial orientation, the Commission will provide the House Officer with a copy of the Commission's policies on (a) sexual and other forms of harassment and (b) accommodations applying to employees (including House Officers) with disabilities.

10. EVALUATION

The Commission has the obligation to provide house officers with timely evaluation of their performance as stipulated in the CIR Agreement. Any House Officer has the right to examine his/her folder, and to dispute any evaluation, as stipulated in the CIR Agreement.

11. DISCIPLINE; PROCESS

Matters of alleged administrative misconduct shall be subject to grievance and arbitration procedures in accordance with CHA policy and the CIR Agreement. Matters of alleged professional misconduct based on issues of clinical performance or competence shall be subject in accordance with CHA policy and the CIR Agreement.

12. CONDITIONS FOR REAPPOINTMENT

The conditions and procedures for reappointing the House Officer are set forth under CHA policy and the CIR agreement.

13. GRIEVANCE PROCEDURES

The Commission (on its own behalf and on behalf of the Employer) will provide a fair and consistent review of the House Officer's concerns and/or grievances, without fear of reprisal, as set forth in the grievance procedure outlined in the CIR Agreement.

14. SOLE EXCLUSIVE BARGAINING AGENT

The Commission (on its own behalf and on behalf of the Employer) recognizes the Committee of Interns and Residents (the "CIR") as the sole, exclusive bargaining agent for terms and conditions of employment for House Officers. The terms and conditions of this Agreement and the respective rights and obligations of the Commission and the House Officer are subject to provisions of the Agreement made by and between the Commission and the CIR (the "CIR Agreement").

15. MISCELLANEOUS

- A. Waiver. No failure of either party to require, and no delay by either party to require the other party to comply with any provision of this Agreement shall constitute a waiver of the right to require such compliance. No failure or delay of either party to exercise any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by either party of any right or remedy under this Agreement shall be effective unless made in writing. Any waiver by either party of any right or remedy under this Agreement shall be limited to the specific instance and shall not constitute a waiver of such right or remedy in the future.
- B. Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal

provision had not been contained herein.

- C. Vested Rights. No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations that have matured hereunder.
- D. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, administrators, executors, successors and representatives.
- E. Further Action. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.
- F. Assignment. No party may assign this Agreement without written consent of the other, except that the Commission may assign this Agreement to an entity that controls, is controlled by or is under common control with the Commission.
- G. Changes in Law. If, when, and only to the extent that any provision of this Agreement shall violate any valid present or future federal or state laws or regulations, such laws or regulations shall override such provision; provided, however, that upon the request of either party, the parties shall negotiate such provision in good faith so as to comply with such laws or regulations while adhering as closely as possible to the intent of this Agreement.
- H. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered by hand, by express delivery service or if sent by registered or certified mail to:
 - Commission: Attention: Director of Graduate Medical Education
 Cambridge Health Alliance
 1493 Cambridge Street
 Cambridge, MA 02139
 - House Officer: The address set forth on the signature page hereof.
- I. Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts without regards to its conflict of laws provisions.
- J. Force Majeure. No party will be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, fires, explosions, earthquakes, floods, vandalism, strikes or other work interruptions beyond the reasonable control of such party. However, all parties will make good faith efforts to perform under this Agreement in the event of any such circumstance
- K. Amendment. This Agreement may be amended or modified only upon written agreement, signed by the House Officer and the Director of Graduate Medical Education on behalf of the Commission. Such amendment or modification shall be effective upon the date selected in the written document, and is incorporated with the original Agreement.
- L. Headings. The Section captions used in the Agreement are included solely for convenience and shall not affect nor be used in conjunction with the interpretation of this Agreement.

[Signatures appear on following page.]

This Agreement is entered into by the Commission and the House Officer as of the Effective Date.

By signing below, the House Officer accepts a position as a House Officer at the Cambridge Public Health Commission and agrees with the terms and conditions of this Agreement.

HOUSE OFFICER:

House Officer Signature Date

Print/type name (House Officer)

House Officer Address (please print):

**CAMBRIDGE PUBLIC HEALTH COMMISSION
on its own behalf and on behalf of CHA General Services, Inc.:**

Program Director Signature Date

Print/type name (Program Director)

Richard J. Pels, M.D. Date
Director of Graduate Medical Education