

2008-2009
HOUSE OFFICER AGREEMENT OF APPOINTMENT
BETWEEN (print or type name)

AND

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

(Hereinafter referred to as "University"), herein represented by Charles Hilton, M.D., Associate Dean of Academic Affairs, Louisiana State University School of Medicine in New Orleans, Donald R. Bergsma, MD Head, Department of Ophthalmology Louisiana State University School of Medicine in New Orleans, and Marie D. Acierno, MD Program Director of the LSU/Ochsner Ophthalmology Residency Program in the Department of Ophthalmology, Louisiana State University School of Medicine in New Orleans.

This Agreement of Appointment shall be for one training year effective July 1, 2008 and ending June 30, 2009 in the LSU/Ochsner Ophthalmology Residency Program through the Department of Ophthalmology.

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 University.

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

HOUSE OFFICER RESPONSIBILITIES:

House Officers are responsible for patient care, teaching, and scholarly activities as discussed at orientation, detailed in the House Officer Manual, and specified in Departmental Guidelines, which are available in House Officers' Department's Office. 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. The Department on a regular basis will evaluate the competence of Officers and confidential records of the evaluations will be maintained as departmental property to which House Officers have access.

House Officers shall provide patient care commensurate with their level of advancement; competence and privileges, under the supervision of appropriately credentialed attending teaching staff. House Officers' 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 the provision of patient care.
- Participation in the educational activities of the training program and assumption of responsibility for teaching and supervising other residents and 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 and invited.
- Performance of these duties in accordance with the 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 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 LSU School of Medicine 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 2, the salary will be \$ 44,015 for fiscal year beginning July 1, 2008.

Availability of housing, meals, lab coats, etc. will vary among the hospitals to which House Officers are assigned. 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 or for Health Science Center students. Other health insurance may be chosen if desired and paid for by House Officers. As a condition of employment, House Officers agree to maintain one of these health plans or another plan with equal or better benefits.

Disability Insurance: The Graduate Medical Education Office provides Long-term basic disability

Medical Practice 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. 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 while engaged in activities outside the scope of the House Officer program, are not provided professional liability coverage under LSA-R.S. 40:1299.39, unless said services are performed at Louisiana public health care facilities.

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 vacation must be used in the year earned and may not be carried forward. All vacation leave not used at the end of the calendar 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.

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 paid 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 are permitted five total days of educational leave to attend or present at medical meetings.

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 illness 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 is to be arranged with the Program Director in accordance with the requirements of the Board of the affected specialty. The Department and University 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 Office of Graduate Medical Education 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 without pay. Makeup of training time after extended leave is at the discretion of the Department Head and/or Program Director and governed by applicable law.

LSU HEALTH SCIENCE CENTER DRUG PREVENTION POLICY:

The unlawful possession, use, manufacture, distribution or dispensation of illicit drugs or alcohol on University property, in the work place of any employee or student of University, or as any part of any functions or activities by any employee or student of University is prohibited.

LSUHSC has adopted 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 LSUHSC drug screening policy as a condition for employment and adherence to all related 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 activity 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. House Officers 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 written approval of the Department Head and/or Program Director of the nature, duration and location of the outside activity. Foreign Medical Graduates sponsored for clinical training as a J-1 by ECFMG are not allowed to moonlight or perform activities outside the clinical training program. (Revised June 2007)

OUT-OF-STATE SERVICE

If rotating to an out-of-state institution, House Officers agree to follow the rules, regulations, and/or by-laws of that institution. Educational objectives and the 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-R.S. 40:1299.39.

SUPPORT SERVICES FOR HOUSE OFFICERS:

Confidential counseling, medical and psychological support services are available through the LSU School of Medicine Campus Assistance Program (“CAP”) for the house officer voluntarily seeking assistance.

DISABILITY:

Please refer to the House Officer Manual (October 2007), and Chancellor Memorandum – 26 http://www.medschool.lsuhschool.edu/medical_education/graduate/page_programs.asp and <http://www.lsuhschool.edu/no/administration/cm/> (October 2007).

PHYSICIAN IMPAIRMENT POLICY:

House Officers who work at University are expected to report to work in a fit and safe condition. A House Officers who is taking prescription medication(s) and/or who 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 House Officer reasonably believes may be impaired or potentially 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 Campus Assistance Program and/or the Physicians’ Health Program for evaluation.

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

House Officer Agreement 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. Conditions for re-appointment and non-renewal of the contract are discussed in the House Officer Manual. (Revised October 2007)

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 of Appointment; (v) the continuation of University’s and House Officer Programs’ accreditation by the Accreditation Council for Graduate Medical Education (“ACGME”); (vi) University’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. (Revised June 2007)

INSTITUTION/HOUSE OFFICER PROGRAM CLOSURE/REDUCTION

If University itself intends to close or to reduce the size of a House Officer program or to close a residency program, University shall inform the DIO, GMEC, and the House Officers as soon as possible of the reduction or closure. In the event of such reduction or closure, University will make reasonable efforts to allow the House Officers already in the Program to complete their education or to assist the House Officers in enrolling in an ACGME accredited program in which they can continue their education. (Revised October 2007).

SUMMARY SUSPENSIONS

University, 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 University personnel in jeopardy or to prevent imminent disruption of University operations.

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 House Officer Manual. Complaints of sexual harassment and/or other forms of discrimination may be addressed in accordance with the policy delineated in the House Officer Manual.

RESTRICTIVE COVENANTS

The ACGME does not allow restrictive covenants. (October 2007).

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 LSUHSC Graduate Medical Education Office or Ombudsman listed in the House Officer Manual, when they can not be resolved at the program level.

BOARD CERTIFICATION:

All House Officers should refer to the House Officer 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 the House Officer Manual. In addition House Officer agrees to comply with any and all University policies or procedures as are from time to time adopted, authorized and approved by University.

This Agreement of Appointment is not valid until it is executed by: (i) the House Officer; (ii) the Program Director, or designee; (iii) the Department Head or designee; and (iii) the Associate Dean for Academic Affairs or designee.

A copy of this executed contract is available upon request in your program office.
(Revised February 2008).

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

House Officer

Program Director

Date: _____

Date: _____

Department Head

Associate Dean for Academic Affairs

Date: _____

Date: _____