

**2023-2024**  
**HOUSE OFFICER AGREEMENT OF APPOINTMENT**

**BETWEEN**

\_\_\_\_\_  
[House Officer Name]

**AND**

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

(Hereinafter referred to as “University”), herein represented by Lee Engel, MD, PhD, Associate Dean of Academic Affairs, Louisiana State University School of Medicine in New Orleans, [Department Head Name] \_\_\_\_\_, Head, Department of [Department Name] \_\_\_\_\_, Louisiana State University School of Medicine in New Orleans, and [Program Director Name] \_\_\_\_\_, Program Director of the [Program Name] \_\_\_\_\_ Program in the Department of [Department Name] \_\_\_\_\_, Louisiana State University School of Medicine in New Orleans.

This Agreement of Appointment shall be for one training period effective (date) 7/1/2023 and ending (date) 6/30/2024 in the Program of [Program Name] \_\_\_\_\_ through the Department of [Department Name] \_\_\_\_\_.

**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**

(Department specific responsibilities may be appended to this document)

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. In the event a program or departmental policy or guideline conflicts with the LSU SOM NO House Officer Manual, the House Officer Manual takes precedent. 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.
- Your appointment is contingent upon obtaining and maintaining current licensure to practice medicine in the State of Louisiana or other appropriate licensure.
- The LSBME requires passage of USMLE Step 3 / COMLEX Level 3 to enter PGY 3.
- The resident will review, note corrections if needed, and sign monthly attestation/certification report.

## **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.

## **FINANCIAL SUPPORT FOR RESIDENTS/FELLOWS**

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) [HO X], the minimum salary will be \$ [Salary] and may be amended from time to time.

House Officer level and compensation is based on a resident successfully completing all requirements for academic promotion to the next PGY level. Residents not academically promoted or who must repeat all or part of a year prior to academic promotion will be paid at the current PGY level until academically promoted by the program.

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 on the 15<sup>th</sup> of the month and on the last working day of the month, 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. Health insurance does not start until 30 days after employment. House officers must have their own insurance or purchase student insurance for the first month of employment. 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 occurrence 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.

## LEAVE\*

**Vacation Leave:** House Officers are permitted 21 days (three 7 day weeks) of non-cumulative paid vacation leave in the HO1 year, and 28 days (four 7 day weeks) per level year (HO2 and above) 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 academic year is forfeited.

**Sick Leave:** House Officers are permitted 14 days (two 7-day weeks) of non-cumulative paid sick leave per year for illness or injury of the resident or an immediate family member. 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 5 (five) total days of paid 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 in a timely fashion 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. The program will give timely notice of the effect of leave(s) on the ability of the House Officer to satisfy requirements for program completion.

**Extended Medical, Parental, Caregiver Leave:** The ACGME passed an Institutional Requirement in 2022 allowing for up to six (6) weeks of approved paid leave for extended medical, parental and/or caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws during each ACGME-accredited program, starting the day the resident/fellow is required to report. It may be an aggregate of noncontinuous or continuous leave. Any available sick or vacation leave will be exhausted concurrently to this leave designation. In addition to the 6 weeks of Extended Medical, Parental and/or Caregiver Leave, the ACGME requires one (1) additional week or seven (7) days (inclusive of weekends) of paid personal leave to be used outside the 6 weeks of medical, parental, and/or caregiver leave. Like all other leave this special leave does not carry across academic years. LSUHSC provides PGY1 House Officers with twenty-one (21) days (including weekends) and PGYII House Officers with twenty-eight (28) days (including weekends) of non-cumulative vacation leave that can be counted toward this additional week of required leave as required by the ACGME. If the week of vacation leave is used prior to the exhaustion of six weeks of the required ACGME leave, an additional week will not be granted. House Officers will only be granted the additional week of personal leave if all LSUHSC provided leave is exhausted for extended medical, parental and/or caregiver purposes.

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\* All leave is prorated for residents off-cycle

## **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 (including cannabinoid) 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.

### **REQUIRED IMMUNIZATIONS AND VACCINATIONS**

Incoming House Officers are required to provide proof of the following Immunizations / Vaccinations as conditions of employment:

- 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 employment and be appointed to the next House Officer level:

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

Annual TB test results must be turned in on the specified LSU TB form within the House Officer Contract. All vaccination records will be maintained and monitored by the Student Health Department.

All House Officers are required to provide documentation of the following:

- Flu Shot - submit annually an Influenza Attestation Form or submit an Influenza Waiver/Declination Form.

Health requirements are subject to change in accordance with applicable federal and state laws and regulations as well as Health Science Center policies and requirements of Affiliated Entities (rotation sites). House Officers are expected to comply with these requirements.

### **OUTSIDE ACTIVITIES**

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.

All moonlighting activities must be counted in the 80 hours maximum work hour limit. House Officers must track these moonlighting hours into their educational and clinical work hours and must not schedule moonlighting so as to exceed the 80 hour week. Failure of residents to track hours or to allow moonlighting to cause work in excess of the 80 hours will result in disciplinary action. All moonlighting must follow the Moonlighting Policy in the LSU School of Medicine-New Orleans House Officer Manual and Policy Manual.

### **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, and Chancellor Memorandum – 26  
[http://www.medschool.lsuhs.edu/medical\\_education/graduate/page\\_programs.aspx](http://www.medschool.lsuhs.edu/medical_education/graduate/page_programs.aspx) and  
<http://www.lsuhs.edu/administration/cm/>.

### **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.

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 to a subsequent PGY level, 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.

## INSTITUTION/HOUSE OFFICER PROGRAM CLOSURE/REDUCTION

If the 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.

## 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.

## RESTRICTIVE COVENANTS

The ACGME does not allow restrictive covenants.

## 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. Issues relating to evaluations are addressed in the House Officer Manual under Education and Promotion of House Officers.

## EDUCATIONAL AND CLINICAL WORK HOURS

Educational and clinical work hours in the learning and work environment must be in accordance with the institutional and ACGME policies. The house officer agrees to participate in institutional programs monitoring educational and clinical work hours. House Officers who fail to log educational and clinical work hours or log erroneous educational and clinical work hours are subject to disciplinary action. Questions about educational and clinical work hours should be directed to the LSUHSC Graduate Medical Education Office or Ombudsman listed in the House Officer Manual when they cannot 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 **specialty** board examinations. **Exceeding allowable leave limits could impact your ability to sit for your boards. House Officers should familiarize themselves with the impact of excessive leave on board eligibility at their respective board web sites as directed in the House Officer Manual.**

## FEDERATION CREDENTIALS VERIFICATION SERVICE

LSU participates in the Federation Credentials Verification Service (FCVS). This is described in the House Officer Manual under Resident Eligibility and Selection. Licensure in the State of Louisiana requires annual submission by the school of an annual verification of training form to the (FCVS) <http://www.fsmb.org/fcvs/>. This form contains notification of any disciplinary actions by the institution.

**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. The House Officer Manual is updated frequently and updates are in force at the time that they are made.** 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.

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

\_\_\_\_\_  
House Officer  
[House Officer Name]

Date: \_\_\_\_\_

\_\_\_\_\_  
Program Director  
[Program Director Name]

Date: \_\_\_\_\_

\_\_\_\_\_  
Department Head  
[Department Head Name]

Date: \_\_\_\_\_

\_\_\_\_\_  
Associate Dean for Academic Affairs  
Lee Engel, M.D., Ph.D.

Date: \_\_\_\_\_