

**HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA
OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM
HOUSE OFFICER AGREEMENT FOR PARTICIPATION IN ACGME OR SIMILARLY
ACCREDITED RESIDENCY OR FELLOWSHIP TRAINING PROGRAMS
2022-2023**

This Agreement is made and entered this {LDATE} (“Agreement”) by and between {NAME_F} {NAME_L}, {MEDSCH_DEGREE} (“House Officer”) and the Trustees of the University of Pennsylvania, owner and operator of the Hospital of the University of Pennsylvania and the University of Pennsylvania Health System (“Hospital”, “HUP” or “UPHS”).

Background

The House Officer desires to obtain academic and clinical training provided by the University of Pennsylvania Health System as the sponsoring institution for the graduate medical education training programs based at HUP (and Penn Presbyterian Medical Center, if applicable); and HUP desires to offer the House Officer employment and participation in a University of Pennsylvania Health System Residency or Fellowship Training Program (“Residency Training Program”) as a member of the house staff (“House Staff”) in the Department of {DEPT_CUR} (“Department”), as more particularly described in **Exhibit “A.”**

Terms

To this end, the Hospital and the House Officer hereby agree as follows:

I. Eligibility for Participation in Residency Training Programs

A. The House Officer hereby certifies that they:

1. are a graduate of a medical school: (a) in the United States or Canada, accredited by the Liaison Committee on Medical Education (“LCME”); (b) are a graduate of a college of osteopathic medicine in the United States, accredited by the American Osteopathic Association (AOA); or (c) are a graduate from a medical school outside of the United States or Canada and meeting one of the following additional qualifications: (i) hold a currently valid certificate from the Educational Commission for Foreign Medical Graduates prior to appointment; (ii) hold a full and unrestricted license to practice medicine in a United States licensing jurisdiction in his or her current ACGME specialty/subspecialty program; or if not meeting the above requirements: (iii) (a) have been approved by the UPHS Graduate Medical Education Committee as outlined in House Staff Eligibility, Selection, Recruitment and NRMP Policy (GME #III-K).

2. are qualified for resident eligibility according to the *Essentials of Accredited Residencies in Graduate Medical Education* of the American Medical Association Graduate Medical Education Directory;

3. have been approved for clinical training by the State Board of Medicine or State Board of Osteopathic Medicine of the Commonwealth of Pennsylvania;

4. have been approved for clinical training by the state board of medicine (or its equivalent) of any other state in which the House Officer rotates as part of the Residency Training Program;

5. have not been suspended, excluded from participation in or penalized by Medicaid, Medicare or any other state or federal reimbursement health care program.

B. If the House Officer is a foreign national, they hereby agree to present, prior to beginning the residency program, the following:

1. proper documentation permitting them to participate in post graduate educational programs in the United States of America, the Commonwealth of Pennsylvania, and any other state in which the House Officer rotates as part of the Residency Training Program; and

2. valid verification certificate from the Education Commission for Foreign Medical Graduate Examination to the program director within the Department in which they are assigned.

C. The House Officer shall obtain and maintain and provide to the Office of Graduate Medical Education a valid Pennsylvania Medical License and a valid medical license for any other state in which the House Officer rotates as part of the Residency Training Program, i.e. a medical training license, commensurate with their level of training and with the post-graduate year (“PGY”) level stipulated in this Agreement. The House Officer shall immediately notify the Hospital if any of their licenses are suspended or revoked. If the House Officer does not obtain and maintain the required license(s), they are subject to immediate suspension of practice privileges and may be dismissed from the Residency Training Program.

D. After acceptance into the Residency Training Program but prior to commencement in the program, the House Officer shall provide health status information, including vaccination against SARS CoV-2 status if requested, and shall also provide such information at any other time after acceptance into the Program as requested by the Hospital.

E. The House Officer acknowledges that this Agreement, and House Officer’s appointment, is contingent upon the successful completion of a drug screen and criminal background check, and any other required background check.

F. The House Officer acknowledges that this Agreement, and House Officer’s appointment, is contingent upon national, regional, and institutional policies that are evolving to address the COVID-19 pandemic, and that House Officer may be required to complete steps such as self-isolation upon arrival, additional screenings/testing, vaccinations, or other procedural items to be defined. House Officers are strongly discouraged from unnecessary travel in the month before the official start date, as such travel may affect eligibility to begin as scheduled.

G. The House Officer acknowledges that registration for Selective Service (the “Draft”) is required to work in a Veterans Administration hospital or any other federal facility if the House Officer is male by birth and between the ages of eighteen (18) years and twenty-six (26) years of age. Therefore, all male (by birth) House Officers between the ages of eighteen (18) and twenty-six (26) years of age whose UPHS residency or fellowship program has required rotations at the Philadelphia Veterans Administration hospital, or any other federal facility, must agree to register for Selective Service prior to the start of his employment with UPHS. This provision does not apply to male (by birth) House Officers who are at UPHS on a J-1 Visa.

H. The House Officer acknowledges that they will not be permitted to participate in clinical activities until they have signed and returned the House Officer Agreement to the UPHS Graduate Medical Education Office.

II. House Officer Duty and Responsibilities

A. A description of the educational experience of the Residency Training Program, including the nature of the assignments to other programs or institutions will be provided by the Department.

B. The House Officer’s duties and responsibilities in the Residency Training Program will be as reasonably determined by the Program, to include, but not be limited to, the following:

1. developing a personal program of self-study and professional growth with guidance from the teaching staff;

2. participating in safe, effective and compassionate patient care, under the supervision commensurate with their level of knowledge, training and skill;
3. participating fully in the educational activities of their program and, as required, assume responsibility for teaching and supervising other house officers and students;
4. knowing and reviewing objectives/required skills for learners that they supervise;
5. participating in institutional orientation, mandatory online education, programs and activities involving the medical/professional staff at the hospital and adhere to established practices, procedures, and policies of the Hospital, the Department and the medical/professional staff;
6. participating in mandatory education programs, including, but not limited to, programs in patient safety, child protection, workplace safety and privacy;
7. participating in an educational program regarding physician impairment, including substance abuse;
8. participating in an educational program regarding sleep deprivation and fatigue management;
9. participating in institutional committees and councils, especially those that relate to patient care review activities;
10. participating in the evaluation of the quality of education provided by the Residency Training Program; and
11. developing an understanding of ethical, medical/legal, socio-economic and cost containment issues that affect the provision of patient care and graduate medical education.
12. devoting full efforts to professional development and achievement of training competencies as detailed in ACGME program requirements and discipline specific milestones.
13. developing awareness of health care disparities in the populations served and working to eliminate such disparities.

C. The House Officer hereby agrees to obey and comply with all applicable rules, regulations, policies (including but not limited to those listed in Section IX below and medical record policies), bylaws and practices of the Hospital, Clinical Practices of the University of Pennsylvania (“Clinical Practices”), Clinical Care Associates (“CCA”), Penn Presbyterian Medical Center, the University of Pennsylvania Health System (“UPHS”), Penn Medicine, the University of Pennsylvania, UPHS Graduate Medical Education (“UPHS GME”), the medical staff and the departments. In addition, the House Officer affirms their commitment to practice in accordance with the provisions of UPHS GME Policy II-D, Professionalism and House Staff Code of Conduct. House Officer also agrees to comply with the UPHS Graduate Medical Education Social Media Guidelines for House Staff. The House Officer accepts that, at any time and for any reason, rules, regulations, policies, bylaws and practices may be adopted, changed or amended. Failure of the House Officer to obey and comply with any applicable rule, regulation, policy, bylaw or practice may lead to disciplinary or other adverse action, including but not limited to termination of this Agreement. These rules include, but are not limited to, limiting the House Officer’s clinical experience and education, including clinical work done from home and all time spent moonlighting and performing approved Expanded Clinical Activity (see GME Policy III-F), to no more than 80 hours per week when averaged over four weeks, and accurately reporting all hours spent performing moonlighting and approved Expanded Clinical Activity (as further detailed in Section IX below). The Hospital agrees, and the House Officer acknowledges, that under no circumstances will the House Officer be retaliated against for accurately reporting weekly clinical and educational work hours.

D. The House Officer hereby agrees to perform all medical services the Hospital conventionally associates with the Residency Training Program in a manner compliant with federal, state and local laws and regulations and with the standards of service established by the Hospital, the Accreditation Council for Graduate Medical Education (“ACGME”), The Joint Commission, and federal, state and local agencies.

III. Confidential Information. The House Officer is required to keep confidential certain information, including patient protected health information, as well as employee, business and financial information. House Officer agrees and acknowledges that during the course of their employment, House Officer may become aware of such private and confidential information. House Officer agrees to keep this information confidential forever and not disclose it to others, including employees of the Hospital, the Clinical Practices, CCA, PPMC, UPHS, Penn Medicine and the University of Pennsylvania and patients and family members, unless there is a need to know and House Officer is otherwise authorized by Hospital, UPHS, the patient (for that patient's specific information) or, where appropriate, as required by law. House Officer agrees to comply with Hospital's policies and procedures regarding protected health information under Health Insurance Portability and Accountability Act ("HIPAA") laws and regulations and acknowledges that they shall be or have been trained in the appropriate uses and disclosures of protected health information as they relate to their specific job description. The requirements of confidentiality include a prohibition of disclosure of such information through social media or public website.

IV. Professional Liability Coverage. The Hospital shall ensure that House Officer is provided with professional liability coverage as described in **Exhibit "B"** which is attached hereto and made part of this Agreement by reference. (GME Policy # II-C). The Hospital shall ensure that House Officer is provided with written advanced notice of any substantial change to the details of their professional liability coverage.

V. Outside Work "Moonlighting"

A. It is expected that the House Officer shall devote the entirety of their working time to the Hospital and the Residency Training Program. Consistent with that obligation, it is hereby agreed that the Department Chair or Program Director may prohibit the House Officer from performing medical services unrelated to the Residency Training Program at another health care facility or at the Hospital. House Officer shall not be required to moonlight or perform Expanded Clinical Activity and will inform the Office of Graduate Medical Education if required to do any moonlighting or Expanded Clinical Activity by their program. House Officers in PGY1 and those on J-1 visas are not permitted to moonlight or to perform Expanded Clinical Activity (UPHS GME Policy III-F).

B. The House Officer agrees to obtain advance written approval for all moonlighting activities and Expanded Clinical Activity and may only moonlight or perform Expanded Clinical Activity if given written permission by the Program Director and the Department Chair (or their designee(s)) to engage in such activity, which must comply with applicable Department policies. All time spent in a moonlighting activity or Expanded Clinical Activity must be accurately reported in the resident management system used for work hour reporting, tracked and verified by the Program Director in order to ensure compliance with institutional and ACGME clinical and educational work hour requirements.

C. If the House Officer provides services at another healthcare facility (other than services required by the ACGME and the Hospital to be performed at other healthcare facilities as part of the Residency Training Program), the Hospital will not indemnify the House Officer against claims arising out of the services provided at that facility. The House Officer hereby agrees to so inform that facility.

D. If the House Officer performs medical services at another healthcare facility whether moonlighting or as part of their Residency Training Program, the House Officer shall obey the rules, regulations and policies which are applicable at that facility, so long as they do not conflict with this Agreement.

E. The House Officer will address any questions regarding scope of responsibilities and indemnification to the Office of Graduate Medical Education.

F. The name of the Hospital, the University of Pennsylvania, UPHS, Penn Medicine, or any of their derivatives or affiliates, must not be used in any announcement, advertising matter, publication,

correspondence, or report in connection with personal or unofficial activities or services of the House Officer unrelated to the Residency Training Program, if such use in any way could be construed as implying Hospital, Penn Medicine or University of Pennsylvania endorsement of any such project, product, or service.

VI. Performance Evaluation. As the position of House Officer involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal education activities, the competence of the House Officer is evaluated on a regular basis. Records of the evaluations will be maintained as confidential. Notwithstanding the foregoing, in the event prospective employers inquire as to the performance of the House Officer in the Residency Training Program, the Hospital and its attending physicians are free to provide references, including information included in such evaluations, as is consistent with their respective obligations to the profession and to the community served by the Hospital.

VII. House Officer Stipend and Benefits

A. The House Officer's stipend for the postgraduate training year is determined annually by the Hospital unless otherwise established by the Department Chair. Stipends are paid on a bi-weekly basis. They are effective July 1, 2022, or as otherwise approved by the University of Pennsylvania Trustee Board. The House Officer's stipend is set forth in the attached **Exhibit "A."**

B. UPHS maintains a general policy regarding vacations, leave, and absences available online and referenced below in section IX for trainees in residency and fellowship programs. Each Department must also provide its house officers with a specific policy regarding vacations and leave (including personal days used for sickness). Departmental policies shall also specify how an extended leave might affect the House Officer's eligibility to complete the training program, for specialty certification exams, or for certification by the relevant certifying board. A copy of the vacation and leave policy for House Officer's program is attached as **Exhibit "C."**

C. Sleep/Rest Quarters. Hospital will supply suitable on call quarters for sleep/rest and for lactation.

D. The Hospital and/or Department may provide additional benefits to the House Officer. If the House Officer is eligible to receive these benefits, they will be informed by the Department Chair and a written description of the benefits will be made available and are further set forth in **Exhibit "A."**

VIII. Schedules of assignments for the House Officer shall be posted by the program in a manner that is readily accessible to the House Officer.

IX. Policies and Procedures

A. The Hospital and UPHS GME maintain and enforce policies and procedures (more particularly described in the Executive Summary of Select Hospital House Staff Policies attached as **Exhibit "D"**) governing various issues, including but not limited to, the following, which are accessible at <http://uphsxnet.uphs.upenn.edu/gme/policies.htm>:

1. Accreditation Standards (GME Policy #I-C);
2. Licensing of House Staff (GME Policy #I-H);
3. HIPAA (GME Policy #I-J);
4. House Staff Compensation and Benefits (GME Policy #II-A);
5. Vacation and Leave for House Staff (GME Policy #II-E);
6. Accommodation for House Staff with Disability (GME Policy #II-H);
7. Ombudsperson for House Staff (GME Policy #II-J);

8. Non-Disciplinary Counseling/Corrective Action and Discipline for House Staff (GME Policy #II-I), House Staff Non-Renewal (GME Policy #II-S) and House Staff Procedures for Appeal of Disciplinary Action, Non-Renewal, Non-Promotion, Non-Graduation (GME Policy # II-T);
9. House Staff Evaluation and Promotion (GME Policy #II-L);
10. Family Members of Faculty as House Staff in UPHS GME Programs (GME Policy II-W)
11. House Staff Eligibility, Selection, Recruitment and NRMP (GME Policy #III-K);
12. Clinical and Education Work Hours (GME Policy #III-D);
13. Resident and Fellow Moonlighting, Expanded Clinical Activity, and Independent Practice of Fellows in Core Specialty (GME Policy #III-F);
14. House Staff Onboarding (GME Policy #III-G);
15. Prohibited Harassment of House Staff including Sexual, Racial and Gender Discrimination (GME Policy #II-G);
16. House Staff Impairment (GME Policy #II-F);
17. Pharmaceutical Company Representative Activity (Hospital Policy Manual) (HPM #1-12-41/GME Policy #I-P); Guidelines for Interactions between Healthcare Professionals and Industry (HPM #1-07-10/GME Policy # I-P);
18. House Staff Professionalism Committee (GME Policy #III-N);
19. Penn Medicine Influenza and COVID-19 Immunization UPHS Policy 2-03-03 and GME Policy #I-Q);
20. Supervision (GME Policy #I-I);
21. House Staff Work Environment (GME Policy #II-K);
22. Tobacco Free Hiring Policy (HPM#2-01-16)
23. University of Pennsylvania Patent and Tangible Research Property (<http://www.upenn.edu/provost/images/uploads/Patent Policy.pdf>)
24. Professionalism and House Staff Code of Conduct (GME Policy II-D)

The UPHS Graduate Medical Education Social Media Guidelines for House Staff is available at [https://uphsxnet.uphs.upenn.edu/gme/gme_policy_pdfs/guidelines/149152_uphs_gme_social_media_guidel\[2\].pdf](https://uphsxnet.uphs.upenn.edu/gme/gme_policy_pdfs/guidelines/149152_uphs_gme_social_media_guidel[2].pdf) .

B. These policies and procedures as well as other policies, are available in the House Staff Policy Manual on-line at the link noted above, UPHS GME reserves the right to add to, subtract from, or modify these policies from time to time. All House Officers are encouraged to review these policies and are required to abide by them, as they may exist and be amended from time to time.

C. Information Related to Eligibility for Specialty Board Examinations. The Program Director or their designee either has, or will, when requested, provide House Officer with information related to House Officer's eligibility for specialty or subspecialty board examinations.

X. Closure or Reduction in Size of Residency Program. The Hospital will inform House Officer of adverse accreditation actions taken by the ACGME in a reasonable period of time after the action is taken. Should the Hospital intend to reduce in size the residency training program or begin the process of closing the residency training program for accreditation reasons or for other reasons, House Officer will be informed as soon as possible. In case of such a closure or reduction in size or in case of the closure of Hospital, the Hospital will cooperate with House Officer in their search for a new residency position and will provide pay continuation benefits to the extent House Officer is otherwise eligible under Hospital Policy, if any. (Training Program Closure or Reduction in Size (GME Policy # III-I)).

XI. Terms of Agreement. The term of this House Officer Agreement is one (1) year, commencing on **July 1, 2022 and ending on June 30, 2023** (or {PROM_SD} to {PROM_ED}, whichever is sooner). Reappointment shall be pursuant to a new Agreement. Continuation of employment hereunder and/or reappointment for a subsequent year is conditioned upon the House Officer's performing their duties and

responsibilities, and complying with applicable policies and procedures, to the Department and Hospital's satisfaction. Failure to perform to satisfaction may result in dismissal in accordance with GME Policy #II-I.

XII. National Practitioner Data Bank. House Officer represents that, as of the date hereof, they have not been the subject of any report or disclosure submitted to the National Practitioner Data Bank other than as specifically listed in **Exhibit "E"** hereto. House Officer hereby gives the Hospital authorization to query the National Practitioner Data Bank from time to time on behalf of House Officer.

XIII. Agreement Non-renewal or Non-promotion. Agreement non-renewal shall take place only in accordance with the House Staff Discipline, Non-Renewal and Dispute Resolution policy and may be appealed pursuant to the House Staff Procedures for Appeal of Disciplinary Action, Non-Renewal Non-Promotion, Non-Graduation policy (GME Policies #II-I and II-T). The Department shall provide written notice of any decision not to renew at least four (4) months before the current Agreement expires. If the basis for non-renewal arises within that four-month period, however, the Department shall endeavor to provide notice as soon as practicable. Non-promotion to the next PGY and non-graduation shall take place only in accordance with the House Staff Evaluation and Promotion policy (GME Policy #II-L). A decision not to promote a house officer may be appealed under the dispute resolution procedures (GME Policy #II-T).

XIV. Miscellaneous Provisions

A. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of choice of law.

B. Jurisdiction. Both parties agree to the exclusive jurisdiction of the Courts of the Common Pleas of Philadelphia, Pennsylvania or the United States District Court for Eastern District of Pennsylvania in any action or proceeding pursuant to this Agreement.

C. Complete Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all previous Agreements or understandings. Except as expressly provided therein, no additions or changes may be made to this Agreement without the written consent of both parties.

D. Severability. In the event that any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this Agreement (or the application of such clause or provision to a different set of circumstances).

E. Waiver or Default. Failure by the Hospital to enforce at any time, or for any period of time, any of the provisions hereof shall not be construed to be a waiver of such provisions nor of the right of the Hospital hereafter to enforce each and every provision.

F. Captions. The captions to the paragraphs in this Agreement are included for convenience only and are not intended to modify or explain the terms of this Agreement.

In witness whereof, and intending to be legally bound, House Officer and Hospital hereby execute this Agreement. If signing electronically, I accept and intend my electronic signature to be my legally binding signature and the equivalent of my handwritten signature:

**THE TRUSTEES OF THE UNIVERSITY OF
PENNSYLVANIA, OWNER AND OPERATOR OF THE
HOSPITAL OF THE UNIVERSITY OF
PENNSYLVANIA AND THE UNIVERSITY OF
PENNSYLVANIA HEALTH SYSTEM**

House Officer (signature)

House Officer (print name)

Date House Officer Signed

Last Four Digits of
Social Security Number

Jeffrey S. Berns, M.D.
Associate Dean for Graduate Medical Education,
Vice President for Graduate Medical Education, and
Designated Institutional Official, UPHS

And

Department Chair

Department

Date

House Officer's signature above signifies that they are in receipt of and have read the exhibits and policies referenced in this Agreement.

Exhibit "A"

UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM

HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA

HOUSE STAFF NAME:

RESIDENCY/FELLOWSHIP PROGRAM: (Insert Name of Program):

POSITION/LEVEL OF TRAINING: /PGY

DURATION (maximum 12 months): **July 1, 2022 to June 30, 2023**

Or [REDACTED], 2022 to [REDACTED], 2023 [REDACTED], whichever is sooner (not applicable if blank)

ANNUAL STIPEND: \$

OTHER BENEFITS: Health, hospital and disability insurance; access to confidential counseling and behavioral health services.

For further explanation of these and additional benefits, see GME Policy #II-A House Staff Compensation and Benefits.

Exhibit “B”

UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM

HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA

**SUMMARY OF
PROFESSIONAL LIABILITY COVERAGE FOR HOUSE OFFICERS
(POLICY PERIOD 7/1/2022 TO 6/30/2023)**

House Officers are covered by the University of Pennsylvania Health System’s professional liability program while performing duties relating to the training program.

PGY 1 and PGY 2 House Officers are provided professional liability coverage as part of the general hospital coverage. The basic coverage for the Hospital is \$1,000,000 per occurrence and \$4,000,000 in the aggregate for all occurrences as required by Pennsylvania’s Act 13, the Medical Care Availability and Reduction of Error Act.

House Officers in UPHS programs who have successfully completed 2 years of post-graduate training (or 3 years for foreign medical graduates) are provided individual professional liability coverage. The basic coverage for each physician is \$1,000,000 per occurrence and \$3,000,000 in the aggregate for all occurrences as required by Pennsylvania’s Act 13, the Medical Care Availability and Reduction of Error Act.

Tail coverage will be paid as a portion of insurance premium in compliance with Section 701(A) of the Pennsylvania Health Care Services Malpractice Act.

House Officers on rotation to another hospital must CONSULT with their Department to VERIFY liability coverage while on rotation. Professional liability coverage does not cover activities not related to the training program, e.g., “moonlighting activities” unless within the University of Pennsylvania Health System and approved by the House Officer’s program director.

Exhibit “C”

UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM

HOSPITAL OF THE UNIVERSITY OF PENNSYLVANIA

Department of _____

VACATION AND LEAVE POLICY FOR HOUSE OFFICER

(For further explanation, see GME Policy #II-E Vacation and Leave for House Staff)

Exhibit “D”

Executive Summary of Select University of Pennsylvania Health System Graduate Medical Education Policies

Note: Please refer to the full text of the following policies for details. This document is only a summary, and in the event of any conflict between it and any actual approved policy, the latter is controlling.

1. Accreditation Standards (GME Policy # I-C). This policy provides that UPHS GME programs shall comply with applicable accreditation standards established by ACGME and specialty boards.
2. Licensing of House Staff (GME Policy #I-H). This policy sets forth prerequisites and deadlines for House Staff to meet regarding state licensure and United States Medical Licensing Examinations.
3. HIPAA (GME Policy #I-J). All Graduate Medical Education activities will be conducted in strict compliance with UPHS policies pertaining to HIPAA.
4. House Staff Compensation & Benefits (GME Policy #II-A). This policy sets forth the requirement of an annual review of compensation/salary by the Graduation Medical Education Committee based on market conditions, local and national benchmarking, surveys and overall UPHS fiscal responsibilities. Salary levels are to be communicated annually to all House Staff and information on salary levels and benefits are to be provided to applicants by each training program as part of the recruitment process. This policy also sets forth House Staff’s (and their eligible dependents’) eligibility for insurance, the employee assistance program (counseling services), parking and commuter pass privileges, meals, sleeping facilities, communication devices, laundry services, and e-mail accounts.
5. Vacation and Leave for House Staff (GME Policy #II-E). This policy sets forth house staff’s eligibility for vacation and leave (medical, family (including parental and caregiver leaves of absence), personal, military) and requirements for requesting the same.
6. Accommodation for House Staff with Disability (GME Policy #II-H). This policy sets forth a process to manage house staff with known or identified disabilities and to maintain equal opportunities for house staff with disabilities while ensuring high-quality patient care.
7. Ombudsperson for House Staff (GME Policy #II-J). This policy describes the processes by which house staff may raise concerns or present suggestions without fear of reprisal and outlines the function of the house staff ombudsman.
8. Non-Disciplinary Counseling/Corrective Action and Discipline for House Staff (GME Policy #II-I), House Staff Non-Renewal (GME Policy #II-S) and House Staff Procedures for Appeal of Disciplinary Action, Non-Renewal, Non-Promotion, Non-Graduation (GME Policy #II-T). GME Policy #II-I sets forth the grounds and process for administering corrective action and discipline; GME Policy #II-S sets forth the circumstances under which a program may opt not to renew a House Officer’s agreement. GME Policy #II-T sets forth the procedure by which a House Officer may appeal discipline, non-renewal, or non-promotion or seek Graduate Medical Education Committee intervention to resolve any dispute or as redress for any alleged inappropriate treatment.
9. House Staff Evaluation and Promotion (GME Policy #II-L). This policy establishes a general guideline within which each program can provide House Staff with periodic evaluations and make decisions with respect to promotion, final evaluation, and graduation.

10. House Staff Eligibility, Selection, Recruitment & NRMP (GME Policy #III-K). This policy provides criteria for the eligibility and selection of candidates into graduate medical education training programs at the Hospital and requires that applicants for graduate medical education training be considered and selected as part of a process that is free from impermissible discrimination.
11. Clinical and Education Work Hours (GME Policy #III-D). This policy establishes standards for clinical and educational work for House Staff. The policy mandates an environment that is optimal for both house staff education and for patient care, while insuring that undue stress and fatigue among house staff are avoided. It also requires that all training programs must have written policies on clinical and educational work hours for house staff, which must meet ACGME Institutional and Residency Review Committee (RRC) requirements for clinical and educational work hours. Different locations may require different clinical and educational work hours and patterns; however, the policy sets forth certain guidelines for clinical and educational work hours and work volume including, that each House Officer shall work no more than 80 hours of assigned clinical and educational work duties per week, including call activities, when averaged over any four-week rotation or assignment. Additionally, time to rest and conduct personal activities must be provided, with at least a 10-hour time period provided between all daily clinical and educational work periods and after in-house call. There are also specific requirements or limits for maximum clinical and educational work periods, time off between clinical and educational work periods, days free of clinical responsibility, on-call activities and night float.
12. Resident and Fellow Moonlighting, Expanded Clinical Activity, and Independent Practice of Fellows in Core Specialty (GME Policy #III-F). This policy sets forth the policy and procedures, as well as related responsibilities of the Hospital's program directors and House Staff in regard to internal and external moonlighting activities as well as expanded clinical activity and the requirements for independent practice by fellows in their core specialty if permitted by their ACGME subspecialty Program Requirements.
13. House Staff Onboarding (GME Policy #III-G). This policy provides that all incoming House Staff undergo an onboarding process designed to ensure compliance with UPHS new-hire requirements, which will include the following: general orientation; mandatory criminal background checks, pre-matriculation drug testing, and on-line education; verification of life support certification; and verification of Occupational Health requirements.
14. Prohibited Harassment of House Staff including Sexual, Racial and Gender Discrimination (GME Policy #II-G). This policy prohibits sexual harassment in the workplace and other forms of harassment on the basis of based on gender, sexual orientation, race, national origin, ethnicity, religion, age, disability, veteran status, and any other characteristic protected by law. The policy defines prohibited harassment, describes the way in which a House Officer should report an incident or environment of prohibited harassment, and describes the way in which such reports should be handled. The policy also prohibits consensual relationships between House Officers and supervising or evaluating physicians, consistent with University of Pennsylvania policy. See also Appropriate Treatment of House Staff (#II-B) which sets forth a policy to promote and assist in the maintenance of an optimal learning environment and to affirm the importance of collegiality and respect for others within the teacher/learner relationship.
15. House Staff Impairment (GME Policy #II-F). This policy sets forth the procedure to be followed in the event a House Officer requests an accommodation due to impairment. The policy insures the safe provision of in-patient care by addressing impairments and substance abuse among house staff. This policy also sets forth the restrictions applicable to substance use or abuse. The policy requires House Officers to notify program directors in the event a colleague is believed to suffer from an impairment or substance abuse problem, sets forth the procedures to be followed in the

event a House Officer is believed to have an impairment or substance abuse problem, and addresses treatment and facilitated re-entry into the workplace under appropriate circumstances.

16. Pharmaceutical Company Representative Activity (HPM #1-12-41 / GME #I-P); Guidelines for Interactions between Healthcare Professionals and Industry (HPM #1-07-10 / GME #I-P). The purposes of these guidelines and policy are to define appropriate interactions of Hospital healthcare professionals with pharmaceutical industry and to minimize undue influence of pharmaceutical and medical device manufacturers' representatives on the practice patterns of Hospital/CPUP professionals. Professionals should not accept gifts, hospitality, services, or subsidies from Industry, including but not limited to those for sporting events, entertainment, or any other function not directly related to patient care. Support for continuing medical education may only be made through unrestricted grants made directly to Hospital or CPUP departments or divisions.
17. House Staff Professionalism Committee (GME Policy #III-N). This policy sets forth the procedure to be followed to provide a resource for reporting unprofessional or disruptive behavior of house staff and to provide assistance to program directors, chairs and chiefs with the professionalism of disruptive or disrespectful house officers. The policy also sets forth processes to recommend interventions to remediate unprofessional or disruptive behavior among house staff and to identify and address systemic sources of friction between different clinical services and (in cooperation with the Nursing Department) between physicians and nurses or other clinical service, if applicable.
18. Penn Medicine Influenza and COVID-19 Immunization (HPM #3-19 / GME #I-Q). The purpose of this policy is to protect patients, employees, family members and the community from influenza and SARS CoV-2 infection through immunization of all Penn Medicine personnel.
19. Supervision (GME Policy #I-I). This policy is intended to guide the activities of house staff in ensuring that patient care activities in which house staff participate are appropriately supervised and documented during the course of their inpatient and outpatient training. The policy sets forth requirements for levels of supervision including direct supervision, indirect supervision and oversight for inpatient care, outpatient care and supervision of house staff performing procedures. All house staff patient care activities are to be conducted within the scope of their training programs. The policy also specifies safeguards for patient care, and mechanisms to enhance graduate medical education by setting standards for supervision of house staff.
20. House Staff Work Environment (GME Policy #II-K). This policy addresses the institutional commitment to provide a work environment which promotes patient safety and resident well-being and provides a supportive educational environment.
21. Tobacco Free Hiring Work Place (HPM Policy # 2-01-16). This policy addresses the institutional commitment to the health and well-being of our employees. Hiring non-tobacco users promotes the overall wellness of our workforce, increases productivity of staff, and projected long term savings through our medical benefit plan.

22. Patent and Tangible Research Property Policies and Procedures of the University of Pennsylvania (http://www.upenn.edu/provost/images/uploads/Patent_Policy.pdf) . This policy outlines the patent and tangible research property policies and procedures that apply to Penn Medicine faculty and staff, including House Officers.
23. Professionalism and House Staff Code of Conduct (GME Policy #II-D). This policy outlines the code of conduct expected of House Staff and includes the UPHS GME Professionalism Pledge. House Staff should strive for excellence in all aspects of patient care delivery, learning and teaching. This implies professional demeanor and conduct both in direct patient care and in communication with family members and other health care professionals and support staff.
24. Telehealth/Telemedicine (GME Policy #I-U). This policy provides guidance on the use of telemedicine platforms, including video and/or phone only clinical encounters to ensure patient safety, patient satisfaction, appropriate billing procedures, and appropriate supervision of residents and fellows engaged in such activities.

Exhibit “E”

NATIONAL PRACTITIONER DATA BANK