

2022 - 2023
RUSH HOUSE STAFF AGREEMENT

PREAMBLE

This Agreement, effective from July 1, 2022 to June 30, 2023, is entered into for the purpose of defining the formal and continuing relationship between Rush University Medical Center ("Rush" or the "Medical Center") and the House Officer, during the House Officer's participation in the Medical Center's Graduate Medical Education ("GME") and clinical training program (the "Program").

House Officer is defined as either a resident or a fellow. This agreement supersedes all prior Agreements signed for the same purpose and covering the same period of time.

The terms of this Agreement recognize that it is in the best interest of the Medical Center's patients to assure the performance of the respective obligations of the parties -- first and foremost, the provision of the highest possible quality of health care along with supervised graduate medical education.

There is a need for flexibility within the working relationship of the parties, and an understanding of the rights and responsibilities of both parties is important at the onset of and throughout their relationship.

This Agreement is also intended to recognize the role of the House Staff Association and Executive Council in representing the views of its members on the issues of patient care, GME, graduate clinical training programs and the negotiation and administration of House Staff Agreements.

ARTICLE I - POSITION DESCRIPTION OF HOUSE OFFICER

The Rush House Officer meets the applicable qualifications for eligibility outlined in Section III.A. of the Accreditation Council for Graduate Medical Education ("ACGME") Common and Specialty-Specific Program Requirements effective 7/1/2022; the Standards and Requirements for Approval of Podiatric Medicine and Surgery Residencies of the Council on Podiatric Medical Education; the American Psychological Association's Standards of Accreditation for Health Service Psychology and Accreditation Operating Procedures, or other governing Board/Society for the specific program as appropriate, heretofore referred to as "appropriate governing bodies."

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 position of House Officer entails provision of care commensurate with the House Officer's level of advancement and competence, under the general supervision of appropriately privileged attending teaching staff. This includes:

- 1) Participation in safe, effective and compassionate patient care, in accordance with Rush's Mission, Vision and Values;
- 2) Developing an understanding of:
 - (a) ethical, socioeconomic and medical/legal issues that affect GME and patient care and,
 - (b) how to apply appropriate utilization management and cost containment measures in the provision of quality patient care;
- 3) Participation in the educational activities of the training program and, as appropriate, assumption of responsibility for teaching, supervising and evaluating other residents and students, and participation in institutional orientation and education programs and other activities involving the Medical Center staff;
- 4) Participation in institutional committees and councils to which the House Officer is appointed, elected or invited and
- 5) Performance of these duties in accordance with the established practices, policies and procedures of this institution and its governing bodies where they exist including Rush's program specific Procedural Skills and Supervision Guidelines, as well as those of its programs, clinical departments, and other institutions to which the House Officer is assigned.

ARTICLE II - OBLIGATIONS OF THE MEDICAL CENTER

Section 1. **GRADUATE MEDICAL EDUCATION OR GRADUATE CLINICAL TRAINING.** The Medical Center agrees to provide an educational program in graduate medical education and/or graduate clinical training which meets the contemporaneous standards and requirements in effect from the appropriate governing bodies. In addition, Rush will ensure that the house officers receive appropriate education to prepare them for their roles in teaching and evaluation of medical students and other health care professionals.

Section 2. **ACCESS TO MEDICAL CENTER POLICIES.** Rush's policies and procedures, including Graduation Medical Education Committee ("GMEC") policies, are accessible via the Rush intranet and MedHub.

Section 3. **HOUSE OFFICER FACILITIES.** The Medical Center will provide sufficient, comfortable, safe and sanitary facilities in connection with the House Officer's educational and clinical programs. This includes, but is not limited to clerical space, computers for access to educational and clinically relevant information and the Internet, supporting facilities such as meeting space, dictating equipment for clinical notes, and administrative liaison personnel for individual and group House staff affairs.

Section 4. **OPEN DOOR POLICY.** House officers are encouraged to raise concerns about the learning and working environment to the elected representatives of the House Staff Association, a Program Director, the Associate Dean for GME, the Director of GME, or any other leader in Rush Medical College as appropriate. Concerns will be treated in a confidential manner to the greatest extent possible. Intimidation or retaliation against any House Officer for raising a concern is strictly prohibited.

Section 5. **FULL STAFFING.** It is in the best interest of both the House Officer and the Medical Center to maintain a post-graduate medical education program of optimal size which meets the highest possible standards of excellence. To that end, the Medical Center will determine the number of House Officers participating in the educational and clinical programs based upon an evaluation and consideration of all relevant factors, including, but not limited to, quality of patient care, workload, fiscal constraints, third-party reimbursement, availability of post-graduate medical education facilities and the recommendation and/or regulation of the appropriate governing bodies.

Section 6. **WORK HOURS AND THE WORK ENVIRONMENT.** The Medical Center and the House Officer both recognize their mutual obligation to comply with institutional and program policies concerning Resident Work Hours and the work environment as well as with the policies of the ACGME and appropriate governing bodies where they exist.

Section 7. **ANCILLARY SUPPORT STAFF.** It is in the best interest of the Medical Center and the House Officer to maintain appropriate ancillary support services. To that end, the Medical Center will provide patient support services, such as intravenous, phlebotomy, laboratory, pathology, radiology, and transport services, in a manner appropriate to and consistent with educational objectives and appropriate patient care consistent with ACGME Institutional requirements.

Section 8. **APPOINTMENT TO FACULTY AND MEDICAL STAFF.** House Officers in advanced training may qualify for the rank of "Adjunct Member" of the Medical Staff of Rush, and/or for the rank of "Instructor" in Rush Medical College. The House Officer shall be bound by all Medical Center rules and, where applicable, shall have all the privileges relating to faculty and Medical Staff members, unless expressly limited by this Agreement.

Section 9. **COMMUNICATION.** The Medical Center will provide one pager free of charge in good working condition to the House Officer at the beginning of the House Officer's training. The replacement value of either will be the House Officer's responsibility. The Medical Center will provide the House Officer with a Rush email account, ability to text page from on and off campus, and access to the Rush Intranet and to the Internet.

Section 10. **MEDICAL RECORD DICTATIONS AND HEALTH INFORMATION MANAGEMENT.** The Medical Center will work to ensure medical records are available to support high quality and safe patient care, education, quality improvement and scholarly activities. The Health Information Management Department will make available to the House Officer, upon request, a daily updated summary of his/her incomplete records. In addition, the House Officer will be notified of incomplete records at least weekly. A weekly summary of all incomplete charts will be sent to the Program Directors, Department Chairpersons, Chief Residents, the House staff Association President and Compliance Chairperson, Chief Medical Officer, the Associate Dean and Director for Graduate Medical Education.

Section 11. **PERFORMANCE FEEDBACK AND FORMAL EVALUATION.** The Program Director will provide a semi-annual formal meeting with written evaluation to discuss the House Officer's competence and work in the specialty. In addition, the Program Director or designee will provide ongoing and regular communication and discussion with the House Officer regarding the House Officer's performance. Evaluations will include objective performance assessment methods. Only upon the written request of the House Officer, copies of these evaluations may be sent to other institutions or prospective employers by the Medical Center.

Section 12. **CONFIDENTIALITY OF RECORDS.** The Medical Center acknowledges its obligations as an educational institution and as an employer to maintain as confidential the academic and personnel records, including the formal written evaluations of the House Officer. The Medical Center will obtain the written consent of the House Officer before allowing access to such records except where required by law or where required directly and routinely in the administration of the program. The current GMEC Review of Employment and Academic Files Policy specifies additional guidelines.

Section 13. **LETTERS OF RECOMMENDATION.** The House Officer may request letters of recommendation from Rush Medical College faculty. The individual faculty member, at their discretion, may request that the House Officer sign a letter waiving their right to review the letter(s) of recommendation.

Section 14. **RESTRICTIVE COVENANT.** Rush House Officers are not required to sign a non-compete restriction as part of their participation in Rush's GME program.

ARTICLE III - OBLIGATIONS OF HOUSE OFFICER

Section 1. **PATIENT CARE.** The House Officer agrees to use their best efforts to provide safe, effective, ethical, compassionate, and quality patient care wherever assigned or assumed.

Section 2. **EDUCATIONAL AND CLINICAL REQUIREMENTS.** The House Officer agrees to fulfill the educational, clinical care and documentation requirements specified by their training program and/or appropriate governing bodies and to complete all assigned training related to teaching and evaluation skills.

Section 3. **LICENSURE.** The House Officer agrees to obtain, at the House Officer's own expense, the appropriate State of Illinois licensure for participation in the educational or clinical programs and to notify GME and the program director in writing immediately if any such licensure is revoked or otherwise restricted. All House staff with permanent licenses must provide GME and their program with a copy and notify the Illinois Department of Financial and Professional Regulations ("IDFPR") of any/all address changes.

Section 4. **COMPLIANCE WITH MEDICAL CENTER POLICIES.** The House Officer must comply with all applicable Rush policies and procedures, GMEC policies, and any other individual departmental and programmatic policies. This includes, but is not limited to, the Rush Code of Conduct, the Medical Staff Bylaws, the Rules for Governance of Rush University and Rush Medical College, the Rules and Regulations promulgated there under, and the Medical Staff Standards of Accreditation of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"), to the extent applicable. Failure to abide by any Rush or GMEC policy may result in disciplinary action, up to and including termination of this Agreement.

Section 5. **WORK HOURS AND THE WORK ENVIRONMENT.** The Medical Center and the House Officer both recognize their mutual obligation to comply with institutional and program policies concerning Resident Work Hours and the Work Environment as well as with the policies of the ACGME and appropriate governing bodies where they exist. The House Officer agrees to submit personal work hour reporting on MedHub at least every two weeks; program policy may supersede by requiring more frequent submission.

Section 6. **MANDATORY TRAINING COMPLIANCE.** The House Officer agrees to complete all necessary current Learning Hub System requirements as mandated by the Medical Center Policy OP & P #188. Failure to meet the above requirements may result in disciplinary action up to and including termination of this Agreement.

Section 7. **DRUG SCREENING AND CRIMINAL BACKGROUND CHECK.** The House Officer must successfully complete Rush's pre-employment drug screening and background check process.

Section 8. **HEALTH SCREENING.** The House Officer is required to meet all requirements listed in the New House Staff Onboarding Packet under **Onboarding Health Screening Requirements**.

Section 9. **COMMUNICATION.** All House Officers are required to keep informed of all messages from GME, Rush House Staff Association, and their programs via their Rush email account. House Staff may access their Rush email at work or from home or any other computer with Internet capability. Auto forwarding and forwarding of patient information to a personal email address is prohibited.

The House Officer must maintain their pager in working order during the times outlined by their program. Each House Officer will be responsible for replacing a lost or stolen pager with a Rush pager within one business day. House Officers must immediately obtain a loaner pager from Telecommunications or forward coverage of their pager to an appropriate pager if pager is lost or broken during working hours. One replacement pager will be issued at no cost.

Section 10. **CONFIDENTIAL PASS CODES.** All Rush House Officers will be issued **confidential pass codes** for Rush email and the multitude of computer systems accounts. House Officers must use EPIC and/or Rush email ONLY when electronically transmitting patient information. Auto forwarding and forwarding of patient information to a personal email address is prohibited. Use of Rush's email, intranet, and EPIC are subject to Rush policy.

Section 11. **NOTIFICATION OF ADDRESS AND STATUS CHANGES.** The House Officer must notify both the program and GME of any/all address, phone number, and other personal contact information changes by making these corrections in Link and MedHub. If the House Officer holds a visa, they are also required to notify RUSH Legal of all personal contact information changes. The House Officer must notify both the program and GME of any/all dates of parental leave, medical leave (including Salary Continuation Period and long-term disability), and any other leave of absence. Refer to Article III, Section 14 below.

Section 12. **OFF-DUTY ACTIVITIES/MOONLIGHTING.** The House Officer is not required to engage in moonlighting. Because GME is a full-time endeavor, the Program Director must pre-approve and ensure that any moonlighting will not interfere with the ability of the House Officer to achieve the goals and objectives of the educational program and does not violate the ACGME rules and regulations for Clinical and Educational Work Hours, the Institutional GME Policy on House Staff Moonlighting and any additional programmatic policies. PGY-1 residents and residents/fellows employed under a J-1 visa are strictly prohibited from participating in moonlighting activities. Residents/fellows employed under an H1-B visa are only permitted to participate in internal moonlighting with prior approval from the Rush Legal Department.

Section 13. **IMPAIRED HOUSE OFFICER.** The House Officer agrees to follow all applicable Rush policies, including but not limited to, Rush's Drug and Alcohol-Free Workplace policy.

Section 14. **LEAVE OF ABSENCE REQUEST PROCEDURE.** The House Officer must request leave by completing the GME House staff Leave Form (available on MedHub under "Rush GME Forms and Information") and submitting it to the Program Director for approval in compliance with the GMEC Vacation and Leave of Absence Policy. The House Officer must provide as much notice as is practicable to the Office of Graduate Medical Education and their Program Director when requesting leave. The Program Director must review the requested leave and discuss with the House Officer the impact, if any, the time off will have on their training, including whether training will need to be extended. The Program Coordinator must enter the dates of the leave, the approved request form, and any time training will be extended in MedHub. The program and/or the House Officer must contact the GME Office if the dates or the conditions of the leave change. It will be the responsibility of the Program Director to determine if this leave of absence affects the requirements of the individual Specialty Board and/or program and if additional time will be required to advance in or complete the program. In circumstances where additional time is required, the Program Director must provide advanced written and timely notice to the House Officer.

Section 15. **HOUSE OFFICER BENEFITS.** The House Officer stipend and benefits are set forth in Exhibit A, which is incorporated herein by reference. Rush may, at its sole discretion, change or amend, in whole or in part, or revoke any one or more of such benefit programs or adopt new benefit programs.

ARTICLE V - HOUSE STAFF ASSOCIATION

Section 1. **ROLE OF THE HOUSE STAFF ASSOCIATION (HSA) & COUNCIL.** The parties recognize that the Association and Executive Council have an established role as a representative of its members and assume the responsibility to represent the views of its members regarding administration of the House Staff Agreement and other matters affecting patient care and GME at the Medical Center. The parties expressly acknowledge, however, that recognition of the Association and Executive Council is not intended as its designation by the Medical Center as the sole bargaining agent for House Officers within the meaning of the National Labor Relations Act.

Section 2. **MEMBERSHIP AND ROLE OF THE EXECUTIVE COUNCIL.** The House Staff Association consists of an Executive Board and an Executive Council. The Executive Board is minimally comprised of a President, Vice- President, Treasurer, Secretary, Compliance Chairperson, Social Chairperson, Meeting Coordinator and Information Technology Liaison. Election of the House Staff Association Executive Board will be held in accordance with the House Staff Association Bylaws. The Executive Council shall make recommendations for appointment of House Officer membership to the committees of the Faculty of Rush University and to the membership of the Hearing Panel appointed to review House staff grievances as described in the GME Grievance Policy. Subcommittees that have appointed house staff representative include but are not limited to: Patient Safety & Quality Improvement Committee, Diversity, Equity & Inclusion Committee, and the Resident Committee on the Rush Environment (RES-CORE). The House Officer shall be eligible to volunteer for all such appointments.

Section 3. **MEMBERSHIP OF EXECUTIVE COUNCIL.** The Executive Council should consist of at least one representative from each residency program as well as 4 representatives representing all the fellowship programs. The number of representatives for each program as well as their selection is specified in the House staff Association Bylaws. All House Officers are eligible to be ad hoc members of the Association.

Section 4. **FUNDING.** The GME Department will provide adequate funding for House Staff Association functions.

ARTICLE VI - TERMS OF AGREEMENT

Section 1. **TERMS OF AGREEMENT.** The House Officer stipend, level of appointment and duration of appointment shall be specified in an individual Letter of Appointment.

Section 2. **TERMINATION OF AGREEMENT BY MEDICAL CENTER.** Rush may terminate this Agreement for cause as defined in the Faculty Rules for Governance and/or for material breach of this Agreement by the House Officer. The Medical Center will provide thirty (30) days written notice to the House Officer in the event of termination of the Agreement

Section 3. **TERMINATION OF AGREEMENT BY HOUSE OFFICER.** This Agreement may be terminated by the House Officer only for a material breach of the agreement by the Medical Center or for the failure of the Medical Center to provide a program in graduate medical education or graduate clinical training that meets the contemporaneous standards in effect from the appropriate governing bodies where they exist. The House Officer may not terminate this agreement without thirty (30) days written notice submitted to the Medical Center.

Section 4. **NOTICE OF NON-RENEWAL/NON-COMPLETION.** The Medical Center will endeavor to provide written notice of intent not to renew this Agreement or not to allow resident to complete the program **no later than four months before the expiration of this Agreement.** Moreover, the Medical Center shall inform the House Officer **in writing** of the House Officer's deficiencies and place the House Officer on probation for **at least 60 days**, during which time the House Officer shall be given opportunity to correct the deficiencies. If the primary reason(s) for the non-renewal or non-completion occur(s) within four months prior to the end of the Agreement, the Medical Center will provide the House Officer with as much written notice of the intent not to renew or complete as circumstances will reasonably allow, prior to the end of the Agreement. All notice requirements contained in this section shall be governed by the current ACGME regulations and by the regulations of the individual specialty Boards and Departments and supersede any inconsistent notice provisions in this Agreement or the Rush Medical College Policies and Procedures.

Section 5. **CONDITIONS FOR REAPPOINTMENT AND PROMOTION.** Reappointment and promotion to the next level of training must be recommended by clinical faculty and supported by the Program Director. Renewal is contingent upon the satisfactory completion of all prior requirements

ARTICLE VII - GRIEVANCE POLICY AND PROCEDURE

GME GRIEVANCE PROCEDURE. House Officers should refer to the Rush GME Grievance Policy and Procedures for information regarding the grievance process.

ARTICLE VIII - CONTINUITY OF MEDICAL CARE

CONTINUITY OF SERVICES. The parties to this Agreement shall be under an obligation to maintain patient care services and the payment of compensation throughout the duration of this Agreement without interruption in operations of the education and clinical programs except in cases of contract termination in accordance with the provisions of this Agreement.

Exhibit A **House Staff Benefits**

Section 1. **LEVEL.** For the purpose of this Agreement, a House Officer's "level" shall be determined and defined as the current level of clinical training service as described in the current program's job description. A research year not required for Board eligibility shall not be counted toward determination of pay level advancement. The House Officer should refer to the GME Level of Training and Salary Policy for further information.

Section 2. **SCHEDULE OF HOUSE OFFICER'S STIPENDS**

PGY 1	\$ 62,508	PGY 6	\$ 78,782	Psychology Res:	\$35,755
PGY 2	\$ 66,612	PGY 7	\$ 81,640	Medical Physics:	
PGY 3	\$ 68,731	PGY 8	\$ 83,028	PGY 1	\$50,960
PGY 4	\$ 72,262			PGY 2	\$52,499
PGY 5	\$ 75,681			PGY 3	\$53,925

Section 3 **HEALTH & WELFARE BENEFITS.** House Officers are eligible for health and welfare benefits and should refer to the applicable plan documents for further information about the benefits.

Section 4. **LEAVE OF ABSENCES.** Rush offers House Officers the following leave benefit options for qualifying and approved absences- Vacation Leave, Parental Leave, Medical Leave, Caregiver Leave, and Armed Services Reserve Duty Leave. All absences must be accurately recorded and approved in MedHub. The House Officer should refer to the GME Vacation and Leave Absence Policy for further information.

Section 4. **OTHER BENEFITS.** The below list includes some of the other benefits available to House Officers.

- (a) **Bereavement Pay.** House Officers may be eligible for bereavement pay as specified in Rush policy.
- (b) **403(b) Plan.** House Officer may participate in Rush's approved 403(b) Retirement Savings Plan with institutional matching subject to the terms of the plan document.
- (c) **Flexible Spending Account.** House Officers may participate in the "Flexible Spending Account" for medical, dependent care and transportation charges subject to the terms of the plan document.
- (d) **Employee Enhancement Program.** House Officers may participate in Rush's Employee Enhancement program for reimbursement of qualifying professional development seminars, conferences, and classes. Details on eligible expenses and the reimbursement process are available on the Rush HR Benefits intranet page.
- (e) **White Lab Coats and Scrubs.** Rush will issue white lab coats and scrubs to the incoming House Officer at no cost. Laundry and Maintenance of lab coats are the responsibility of the House Officer. The House Officer may choose to have the coat laundered on Rush campus for a fee. House Officers also have the option to purchase more lab coats from the approved vendor- Matthew Rush Bookstore, 2nd floor of Armour Academic Center Or Just Cause Scrubs. Lost or stolen coats will not be replaced by GME. The House Officer is responsible for purchasing their own replacement coats.
- (f) **Parking.** Rush will provide free garage parking at the Medical Center, provided the majority of the House Officer's work hours are at Rush. Reasonable parking accommodations should be available to House Officers at Rush operated hospital/office locations away from the Medical Center.
- (g) **Lodging/Rest Facilities.** Rush will provide customary Medical Center lodging while on in-house call at night at no cost to the House Officer.
- (h) **Mileage.** For qualifying rotations that require the use of a personal vehicle, House Officers will be reimbursed at the prevailing rate per tax guidelines for per-mile deductions. Mileage will be reimbursed excluding mileage normally associated with commuting from the residence to place of employment. Please reference the institutional Travel and Employee Reimbursement policy for more details.
- (i) **Flexible Wellness Allowance.** Rush will provide a \$1000 stipend for the House Staff to use for meals, at the Rush Bookstore, Rush Fitness Center, or on other wellness expenses. The stipend will be divided into 4 installments and disbursed quarterly to your paycheck as taxable income.
- (j) **Professional Liability Insurance.** Professional Liability Insurance is provided through a self-insurance program with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate per employed House Officer. Subject to the self-insurance program terms and conditions, the House Officer is insured by the self-insurance program as an employee of Rush, but only to the extent the House Officer is performing services within the scope of employment by, or at the request or direction of Rush as the Sponsoring Institution.