

SAMPLE House Staff Agreement

MedStar Health HOUSE STAFF AGREEMENT

THIS AGREEMENT, made and executed on **11/17/03** by and between **NAME OF HOSPITAL** ("Hospital") a member of MedStar Health, a not for profit corporation and **NAME OF RESIDENT**, M.D. ("House Staff Member").

RECITALS:

R.1 The House Staff Member is desirous of entering into a program of graduate medical education in **NAME OF DEPARTMENT & SECTION** ("Program"), including fulfilling certain clinical responsibilities, as and when assigned; and

R.2 The Hospital is desirous of having the House Staff Member join its Program.

IN CONSIDERATION of the mutual promises contained in this Agreement and intending to be legally bound, the Hospital and the House Staff Member agree as follows:

1. TERM. This Agreement shall be binding upon the parties for one year beginning MONTH – DAY- YEAR. This appointment is contingent upon receipt of verification of graduation from medical school or applicable credentialing documentation and verification, as well as all components set forth in the Policy for Selection of House Officers.
2. CONDITION.
 - 2.1. House Staff Member acknowledges and agrees that in order to assure optimal patient care is being provided to patients, as a condition of this Agreement and for its continuation, the House Staff Member shall undergo and satisfactorily complete a pre-employment physical examination consistent with Hospital Policy. If the physical examination reveals any physical or mental disorder that would prevent the House Staff Member from completing the essential duties of the position and reasonable accommodation cannot be made, then this contract may be terminated. An annual physical examination may be required by the Hospital.
 - 2.2. The confirmed use of any dangerous controlled or mind altering substance is grounds for dismissal from the program unless: (I) the substance was prescribed by an attending physician; and (ii) the program director has authorized the house staff member to continue to provide patient care while using the substance. Consumption of alcoholic beverages within eight hours before providing patient care is prohibited.
3. STATUS. The House Staff Member is appointed to Post Graduate Level **(PGY- _____)** in the Program.
4. SUPERVISION. The Hospital's Vice President for Medical Affairs (or designee) and the Director of the Program ("Supervisors") shall share the responsibility for the supervision of the House Staff Member's fulfillment of the obligations set forth in this Agreement.
5. SALARY AND BENEFITS. During the term of this Agreement, the House Staff Member shall receive a salary of **\$ _____**. Payments shall be made in equal installments on a biweekly basis. The Hospital further agrees to provide the House Staff Member the following benefits:
 - 5.1. PROFESSIONAL & GENERAL LIABILITY COVERAGE (INCLUDING TAIL COVERAGE) FOR ACTS WITHIN THE SCOPE OF THE PROGRAM

SAMPLE House Staff Agreement

- 5.2. VACATION
- 5.3. HEALTH INSURANCE
- 5.4. DISABILITY INSURANCE
- 5.5. PROFESSIONAL LEAVE OF ABSENCE
- 5.6. LEAVE OF ABSENCE
- 5.7. SICK LEAVE
- 5.8. PARENTAL LEAVE
- 5.9. MEALS, LAUNDRY & CALL QUARTERS
- 5.10. COUNSELING & OTHER SUPPORT SERVICES

A complete description of these benefits can be found in the *Manual for House Staff Benefits*. Benefits may be modified from time to time by the Hospital at its sole discretion. The Hospital shall use its best efforts to notify the House Staff Member of changes as they occur regarding benefits.

- 6. OBLIGATIONS OF THE HOUSE STAFF MEMBER. House Staff Member agrees to comply with the general and specific obligations, responsibilities and requirements of the Hospital and the Program, including:
 - 6.1. To fulfill the educational requirements of the Program and obligation to use best efforts in providing safe, effective, and compassionate patient care as assigned by the Supervisor(s);
 - 6.2. To complete clinical responsibilities as and when assigned, to demonstrate courtesy and respect to patients and their families, the Hospital's Medical Staff, other House Staff Members, and hospital employees;
 - 6.3. To apply cost containment measures in the provision of patient care;
 - 6.4. To comply with all Hospital Policies (Medical/Dental Staff, Rules & Regulations, GME Policies, and all other statements of policy and procedure formulated by the Hospital's Board of Directors, Human Resources Department, administration, or other duly authorized source, including Department/Program). Copies of all policies can be obtained through the Supervisor.
 - 6.5. To participate fully as required in the educational and institutional activities of the Program, including conferences, teaching of other House Staff Members and students, and participation in appropriate Hospital and Medical Staff committees.
 - 6.6. To develop a personal program of self study and professional growth with guidance from the teaching staff of the Program.
 - 6.7. At the time of expiration or in the event of termination of this Agreement, House Staff Member shall return all Hospital property, complete all medical records and settle all professional and financial obligations before the final paycheck is issued.
 - 6.8. LICENSURE. The House Staff Member warrants to be a Doctor of Medicine or Osteopathy, and acknowledges an obligation to maintain through the duration of this Agreement, consistent with Maryland law, a valid license or temporary license to practice medicine in the State of Maryland and any other jurisdiction where the resident may rotate as a part of the Program.

SAMPLE House Staff Agreement

- 6.9. **RISK MANAGEMENT COOPERATION.** In consideration of the financial coverage for claims arising out of acts within the scope of the program, the house staff member agrees that he/she shall provide notice to the hospital of any incident or claim, and that he or she will cooperate with the hospital in the defense of any claim based upon services in which he or she was a participant. This obligation shall survive the termination of this agreement.
7. **DUTY HOURS:** House Staff Member understands and agrees that the hours of duty will vary with the clinical area to which the House Staff Member is assigned. The Hospital shall maintain an environment conducive to the health and well being of the House Staff Member. House Staff Member shall refer to the *House Staff Manual* for a complete description of the Duty Hours Policy.
8. **OUTSIDE WORK:** Employment as a physician in a professional capacity outside of this Agreement is not forbidden. The primary responsibility of the House Staff Member is to this Agreement. Professional and general liability insurance is not provided to house officers engaged in other work activities. Details of conditions of outside work can be found in the *House Staff Manual*, Policy for Outside Employment.
9. **EVALUATION AND PROMOTION.** House Staff Member's performance shall be evaluated consistent with the Policy for Evaluation, which can be found in the *House Staff Manual*. House Staff Members that are not participants in a one-year program may be promoted to the next Post Graduate Year (PGY) level; provided that at minimum, House Staff Member meets all responsibilities and requirements set forth in the Policy for Promotion, which can be found in the *House Staff Manual*. Upon promotion, a new Agreement shall be executed.
10. **HARASSMENT, TERMINATION and GRIEVANCE.** Each party shall comply with the Harassment, Termination and Grievance Policies, which can be found in the *House Staff Manual*.
11. **HOSPITAL OBLIGATIONS.** The Hospital shall use its best efforts to:
 - 11.1. Provide a program of education which meets all standards established by the Accreditation Council for Graduate Medical Education.
 - 11.2. Maintain its staff and facilities in a manner designed to meet the standards established by appropriate accrediting bodies;
 - 11.3. Comply with all of its policies and procedures;
 - 11.4. Provide all House Staff Members with a fair and consistent procedure for Grievance and Due Process (Policies can be found in the *House Staff Manual*)
 - 11.5. Provide the House Staff Member with a copy of any revised Exhibit or policy referenced herein.
12. **CLOSURE or REDUCTION IN SIZE OF PROGRAM.** In the event that the Hospital should close a residency program or reduce the size of a program, the Hospital shall notify the House Staff Member as soon as possible. House Staff Members engaged in an educational training program shall either be allowed to complete their training at the Hospital, or will be assisted by the Hospital in enrolling in an ACGME-accredited program elsewhere.
13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Maryland.
14. **WAIVER OF BREACH.** The waiver by either party of a breach of violation of any provision of this Agreement shall not operate as, or be constructed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

SAMPLE House Staff Agreement

15. SEVERABILITY. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of this Agreement which shall remain in full force and effect, and enforceable in accordance with its terms.
16. ENTIRE AGREEMENT. This Agreement, including all exhibits and references to Policy, constitutes the entire agreement between parties and supersedes all previous agreements. Any amendments to the Agreement must be in writing and executed by the parties to this Agreement. The House Staff Manual shall be issued annually to all house officers on or before July 1 of each year.
17. NONDISCRIMINATION. The Hospital shall not discriminate against any of its House Staff Members because of age, sexual preference, race, color, religion, sex, disability, national origin or veteran status.
18. ACKNOWLEDGEMENT. The House Staff Member acknowledges that he or she has read the Agreement in its entirety prior to executing it.

THE PARTIES, intending to be legally bound, execute this Agreement on the date of this Agreement stated above.

HOSPITAL

BY: _____ DATE: _____

(Name), Director of Medical Education/VPMA

HOUSE STAFF MEMBER

BY: _____ DATE: _____

(Name of House Staff Member)

ADDRESS: