

HOWARD UNIVERSITY HOSPITAL
Postgraduate Physician Contract
2020-2021 Academic Training Year

FULL NAME:

TERM:

PROGRAM:

PGY LEVEL: PGY1

PROGRAM DIRECTOR:

This Postgraduate Physician Trainee Contract (“Agreement”) sets forth the general terms which govern the graduate medical education (“GME”) residency programs (the “Residency Program” or “Program”) at Howard University Hospital (the “Hospital”) and your rights and obligations as a participant in the Program. Your signature at the end of this Agreement signifies your acceptance and agreement with the terms and conditions of your participation in the Residency Program, in particular the program specified immediately above, and your training at the Hospital.

I. TERMS OF APPOINTMENT

All Residents, Interns, and Fellows (collectively referred to as “Postgraduates,” and individually as a “Postgraduate”) are appointed for a period of one year.

II. REQUIREMENTS FOR PROGRAM ELIGIBILITY/PARTICIPATION

The Postgraduate represents that he/she meets all requirements for acceptance to, and participation in, the Residency Program as specified by the Accreditation Council for Graduate Medical Education (“ACGME”), the Hospital, and the Residency Program, which include the following:

1. Graduation from a medical school in the United States or Canada that is accredited by the Liaison Committee on Medical Education (“LCME”), **OR** graduation from a college of osteopathic medicine in the United States and accredited by the American Osteopathic Association, **OR** graduation from a medical school outside of the United States and Canada **and** possession of a valid Educational Commission for Foreign Medical Graduates (“ECFMG”) certification or unrestricted license to practice medicine in a United States licensing jurisdiction, or has completed a Fifth Pathway program at an LCME-accredited medical school;
2. Successful completion of a background check, physical examination and pre-employment drug screen before entering the Residency Program;
3. Successful completion of the United States Medical Licensing Examination (“USMLE”) Step 1 and Step 2, and, if and when applicable, Step 3 (or the COMLEX for graduates of schools of Osteopathy) and exam scores that are currently valid;
4. Compliance with the District of Columbia’s regulations governing medical licensure, medical training licensure, and the practice of medicine in the District of Columbia;
5. Successful primary source verification of the Postgraduate’s eligibility to participate in the

Residency Program; and

6. Successful credentialing by the Hospital.

III. Collective Bargaining Agreement and the House Staff Manual

The Hospital and the Committee on Interns and Residents (“CIR”, a labor union that represents the Residents at the Hospital) are parties to a collective-bargaining agreement (the “CBA”) which, along with the House Staff Manual, governs the terms and conditions of the Postgraduates’ employment with the Hospital and participation in the Residency Program. Postgraduates are required to adhere to the policies contained in the House Staff manual and other Hospital policies, procedures, and By-Laws. In the event that there is an express conflict between the House Staff Manual or other Hospital policies, procedures or By-Laws and the CBA, the CBA shall control.

The collective-bargaining agreement between the Hospital and CIR can be found at Appendix A to this Agreement.

IV. COMPENSATION AND BENEFITS

1. **Compensation:** In consideration for the undersigned Postgraduate’s employment and participation in the Residency Program and fulfillment of the conditions in this Agreement, the Hospital agrees to pay the Postgraduate a salary at the annualized rate of \$_____.
2. **Benefits:** The Hospital agrees to provide the undersigned Postgraduate with such benefits as described the CBA, including paid leave and family medical leave in accordance with Articles 29 and 31 of the CBA, bereavement leave in accordance with Article 30 of the CBA, and health and welfare benefits as set forth in Article 32 of the CBA, which presently include: medical, dental, life, and short-term disability insurance; smart-trip commuter transit benefit; retirement saving participation; flexible spending accounts; and the employee assistance program.

V. CLINICAL EXPERIENCE AND EDUCATIONAL WORK HOURS

Clinical Experience and Educational Work Hours shall be consistent with the ACGME requirements, Residency Program requirements, and in accordance with Article 24 of the CBA.

VI. POSTGRADUATE RESPONSIBILITIES

All Postgraduates shall:

1. Read and understand the expectations, standards, and obligations set forth in the House Staff Manual.
2. Abide by the lawful rules, regulations, policies, and procedures of the Residency Program, the Hospital, or other such hospital or facility where the Postgraduate is placed while on a rotation at such hospital or facility in accordance with the Residency Program.
3. Appropriately record all Clinical Experience and Educational Work Hours pursuant to the Hospital’s policies and/or procedures.
4. Comply with the Hospital’s policies and procedures with respect to confidential and patient information, including without limitation, compliance with applicable federal and District

of Columbia laws, which shall, without limitation, include compliance with the federal Anti-Kickback Statute, Stark Law and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d, and as amended by the Health Information for Economic and Clinical Health Act which was Title 13 of the American Recovery and Reinvestment Act of 2009 (“HIPAA”) and any current and future regulations promulgated thereunder including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162. Patient records connected with services provided pursuant to this Agreement are and shall remain the property of Hospital; provided, however, Hospital agrees that during the term of this Agreement and thereafter, it will use its best efforts to provide Postgraduate with copies of documents requested by Postgraduate in connection with any malpractice claim, third-party audit or any other action or investigation involving Postgraduate, to the extent permitted by applicable law.

5. Permit the Hospital to obtain from, and provide to, appropriate parties any and all information as required or authorized by law concerning the Postgraduate’s prior and existing training, employment, education, medical competence, licensure, and discipline.
6. Participate in safe, effective, and compassionate patient care under general supervision commensurate with his/her level of advancement and responsibility and in compliance with ACGME program requirements.
7. Maintain a satisfactory level of performance in the ACGME core competencies.
8. Participate fully in the educational activities of his/her Residency Program and teach or assist in teaching other Postgraduates as assigned by the Program Director or his/her designee.
9. Work under the supervision of a Hospital attending physician at all times. No Postgraduate shall engage in the private practice of medicine while on duty at the Hospital.
10. Abide by the schedules of the Residency Program in which he/she is being trained.
11. Complete all responsibilities started before the end of the scheduled hour of duty or appropriately hand-off incomplete assignments to the relieving Postgraduate or attending physician prior to departure.
12. Spend the appropriate amount of time in training that will enable the Postgraduate to sit for the certifying examination in the specialty in which the Postgraduate is being trained. Information regarding eligibility for such certifying examinations will be provided to the Postgraduate by the Program Director. If the Postgraduate spends more time away from the Program than is permitted during the normal training period to sit for such examination, then the missed time must be made up at the end of the normal training period. If the absence was due to illness, a fitness for duty statement from the treating physician may be required upon the Postgraduate’s return to duty.
13. In the event that a Postgraduate recognizes his/her impairment affecting patient care, including mental illness and substance abuse, he/she should seek professional help either

through a personal physician or through the Employee Assistance Program.

14. Only moonlight during off-Clinical Experience and Educational Work Hours and in accordance with the terms of Article 9 of the CBA.
15. Assign to Hospital or its designees all rights Postgraduate may now or hereafter possess to receive income, payment and/or reimbursement for any and all professional medical services rendered to patients while this Agreement is in effect. Postgraduate shall execute such documents as may be necessary, desirable or requested by Postgraduate to effectuate said assignment with respect to public and private third-party reimbursement programs, and will use Postgraduate's best efforts to become a participating provider in such third-party reimbursement programs.
16. Agree to disclose to Hospital any inventions, discoveries or improvements, whether patentable or not, conceived or made jointly with any employee of Hospital, or conceived or made solely by Postgraduate in connection with Postgraduate's employment at Hospital. Postgraduate agrees to assist Hospital or its successor to obtain patents, at the expense of Hospital, and agrees that all such inventions, discoveries or improvements shall be the property of Hospital.

VII. ON-CALL FACILITIES, MEALS, LAUNDRY, AND PARKING

The Hospital agrees to provide the Postgraduate with on call facilities, meal cards, uniform and uniform laundry services, and parking in accordance with Articles 18, 22, 35, and 36 of the CBA.

VIII. ADVANCEMENT/REAPPOINTMENT

Program advancement is based on evidence of satisfactory patient care, medical knowledge, professionalism, practice-based learning and improvement, interpersonal and communication skills, systems-based practice, and adherence to ethical standards and Hospital policies and procedures. Failure to achieve and demonstrate the level of proficiency required by the Program may result in the non-promotion, non-reappointment to the Residency Program, or termination from the Residency Program. In accordance with Article 10 of the CBA and the ACGME program requirements, the Hospital will provide applicable advance written notice to the Postgraduate if the Postgraduate's contract will not be renewed, if the Postgraduate will not be promoted to the next level, or if the Postgraduate will be dismissed. Postgraduates who engage in misconduct also may be subject to discipline, including termination. The Postgraduate's right to appeal adverse actions is governed by Article 12 of the CBA.

IX. COMPLAINTS, INSTITUTIONAL GRIEVANCES, AND DUE PROCESS

Complaints by a Postgraduate with respect adverse action are given due process in accordance with Article 12 of the CBA and the House Staff Manual.

X. PROFESSIONAL LIABILITY INSURANCE

The Postgraduate shall be provided professional liability insurance through the Howard University Self-Insurance Trust Fund without cost to the Postgraduate. Such insurance shall include coverage for Postgraduates while on duty at the Hospital or on any assignment with any affiliated hospital, program, or clinic and pursuant to the terms of Article 28 of the CBA.

XI. TERMINATION

The Hospital may terminate this Agreement for any of the following reasons:

1. The Postgraduate's failure to obtain and maintain the appropriate visa(s) for training, if applicable;
2. The Postgraduate's failure to satisfy the qualifications of his/her Residency Program, including but not limited to:
 - a. Graduation from, or completion of a Fifth Pathway program at, an LCME-accredited medical school or possession of a valid certification from the ECFMG;
 - b. Successful completion of the USMLE Step 3 or examination equivalency where applicable within 18 months of starting any internship, residency, or fellowship program, including the Residency Program;
 - c. Securing and maintaining a license to engage in the practice of medicine or medical training from the District of Columbia Board of Medicine and any other state where Postgraduate may rotate during the term of the Program;
 - d. Successful credentialing by the Hospital;
3. Failure to abide by the By-laws, Rules and Regulations, or policies of the Hospital.
4. Engaging in any egregious activities including, but not limited to, activities that pose a threat to the health or safety of patients, employees, other physicians, or the Hospital.
5. Being arrested for and/or charged with a criminal act involving a threat to public or patient safety.
6. Falsifying Hospital documents related to patient care; the Postgraduate's compliance with the Hospitals rules, policies, procedures, and By-laws; or the Postgraduate's training, education, and work history or experience.
7. Falsifying or misrepresenting prior training, clinical, or educational experience. This includes, but is not limited to, falsifying, concealing, or omitting information on the ERAS application, the application to the Hospital's Residency Program, and/or the Hospital's Credentialing Application;
8. Breach of any terms or conditions of this Agreement;
9. Failure to demonstrate the medical knowledge, skill, or professional judgment expected based on the Postgraduate's current stage of training, or demonstrates consistent failure to progress satisfactorily.
10. Failure to promptly (within five (5) business days) notify the Program Director information affecting his/her eligibility to participate in the Residency Program.

11. Failure to timely notify the Program Director if the Postgraduate fails to meet any of the foregoing eligibility requirements and/or if the Postgraduate is aware of circumstances that would cause him/her to fail to meet any of the above eligibility criteria.

XII. SEVERABILITY

The laws of the District of Columbia shall govern this Agreement. If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected.

XIII. EXCLUSION.

Postgraduate represents and warrants to Hospital that Postgraduate i) is not currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. § 13202-76(f) (hereinafter referred to “**Federal Healthcare Programs**”), (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Postgraduate being excluded from participation in Federal Healthcare Programs. This is an ongoing representation and warranty during the term of this Agreement; Postgraduate will immediately notify Hospital of any change in the status thereof. In the event Postgraduate is debarred, suspended or excluded from any of the Federal Healthcare Programs, this Agreement will terminate immediately and automatically upon receipt of Postgraduate’s notification.

This Agreement shall not become effective and or enforceable without the signature of the Chief Executive Officer of Howard University Hospital.

Agreed and Accepted:

Postgraduate

Signature

Printed Name

Date: _____

For Howard University, on behalf of Howard University Hospital:

By: Name

Program Director, _____ Residency Program

Date: _____

Peter L. Sealy, M.D., FACP
Associate Dean for Graduate Medical Education
Designated Institutional Official (DIO)

Date: _____

Anita L. A. Jenkins, MBA, RCP, FABC
Chief Executive Officer
Howard University Hospital
Date: _____

SAMPLE

Appendix A
Collective Bargaining Agreement

SAMPLE