



Harbor Hospital HOUSE STAFF AGREEMENT

THIS AGREEMENT, made and executed on *****, 2008, by and between **HH MedStar Health, Inc.**, for services to be provided at **Harbor Hospital**, both of which are members of MedStar Health and not for profit corporations (collectively the "Hospital"), and ****, **MD** ("House Staff Member").

RECITALS:

- R.1 The House Staff Member is desirous of entering into a program of graduate medical education in the **Department of *****, Division of ******* 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 beginning ****, 2008 and ending ****, 2009.
2. **CONDITIONS.** This Agreement is conditioned on House Staff Member satisfactorily meeting each of the following conditions, at the time of commencement of work, and continuing throughout the term of this Agreement:
 - 2.1 The Hospital must receive verification of House Staff Member's graduation from medical school, proof of passing USMLE Steps 1 and 2, and/or other applicable credentialing documentation and verification. If House Staff Member is transferring from another program or hospital, Hospital must receive evidence of satisfactory completion of prior rotations, and a satisfactory summative evaluation from the prior program director.
 - 2.2 The Hospital must receive all required components of the House Staff Member's application as set forth in the Hospital's Policy for Selection of House Officers.
 - 2.3 The House Staff Member must satisfactorily demonstrate his or her identity and authorization to work in the United States in accordance with applicable laws.
 - 2.4 To assure that optimal patient care is provided to patients, the House Staff Member shall undergo and satisfactorily complete a pre-employment physical examination, including a routine drug screening, 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 with or without reasonable accommodation, then this contract may be terminated. An annual physical examination and drug screen may be required by the Hospital.
 - 2.5 Further, to assure that optimal patient care is provided to patients, the House Staff Member shall submit to a criminal background check.
 - 2.6 The House Staff Member shall meet the requirements for and obtain a temporary or training license for the practice of medicine in accordance with Maryland law.
 - 2.7 If the House Staff Member fails to meet one or more of the above conditions at the time of commencement of the Term of this Agreement, the Hospital may, in its discretion subject to compliance with governing laws, revoke the Agreement,

suspend the Agreement, extend the Term or allow the House Staff Member to commence work, subject to compliance with governing laws and with conditions sufficient to protect patient safety and the public interest.

- 2.8 Likewise, if after the commencement of the Term, the Hospital learns that House Staff Member did not meet the above conditions, or no longer meets the above conditions, the Hospital may then, in its discretion subject to compliance with governing laws, revoke the Agreement, suspend the Agreement pending satisfactory completion of the conditions, terminate the Agreement, or modify the Agreement to allow the House Staff Member to continue to perform under the Agreement, subject to compliance with governing laws and with conditions sufficient to protect patient safety and the public interest.

If the Hospital elects to revoke the Agreement pursuant to Section 2.7 or 2.8, the Agreement shall be deemed null and void as if it never existed, and the House Staff Member shall have no further rights pursuant to the Agreement or the House Staff Manual.

3. STATUS. The House Staff Member is appointed to Post-Graduate Level **PGY *** **Resident** in the Program.
4. SUPERVISION. The Hospital's Director, Office of Graduate Medical Education and the Director of the Program ("Supervisor") shall share 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 earn a salary of **\$*****.00**. 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 FOR ACTS WITHIN THE SCOPE OF THE PROGRAM (REGARDLESS OF WHEN A CLAIM IS FILED).
 - 5.2 PAID TIME OFF (including vacation, sick or personal time)
 - 5.3 HEALTH INSURANCE
 - 5.4 DISABILITY INSURANCE
 - 5.5 FAMILY OR MEDICAL LEAVE OF ABSENCE
 - 5.6 OTHER LEAVES OF ABSENCE
 - 5.7 MEALS, LAUNDRY & CALL QUARTERS
 - 5.8 COUNSELING, IMPAIRED PHYSICIAN & OTHER SUPPORT SERVICES

A complete description of these benefits can be found in the House Staff Manual. 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, without limitation:
 - 6.1 To satisfactorily fulfill the educational requirements of the Program in a timely manner;
 - 6.2 To use best efforts in providing safe, effective, and compassionate patient care as assigned by the Supervisor;

- 6.3 To complete clinical responsibilities as and when assigned;
 - 6.4 To demonstrate courtesy and respect to patients and their families, the Hospital's Medical Staff, other House Staff Members, and all Hospital employees;
 - 6.5 To apply cost containment measures in the provision of patient care;
 - 6.6 To comply with all Hospital Policies, as amended from time to time, including but not limited to Professional Staff Rules & Regulations, GME Policies, all other statements of policy and procedure formulated by the Hospital's Board of Directors, Human Resources Department, Graduate Medical Education, Administration, or other duly authorized sources, including the Department/Program, and when assigned to affiliate hospitals, House Staff Member must also comply with such hospital's Professional Staff Policies and Procedures.
 - 6.7 To participate fully and satisfactorily 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.
 - 6.8 To develop a personal program of self study and demonstrate professional growth with guidance from the teaching staff of the Program.
 - 6.9 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 with the Hospital.
 - 6.10 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.
 - 6.11 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. HOUSE STAFF FAILURE TO MEET TERMS OF AGREEMENT. Failure to abide by terms within this Agreement may result in discipline up to and including termination of this Agreement. Any and all actions arising out of House Staff Member's failure to abide by the Agreement will be governed by policies and procedures established in the House Staff Manual.
8. HOSPITAL OBLIGATIONS. The Hospital shall use its best efforts to:
- 8.1 Provide a program of education, which meets all standards established by the Accreditation Council for Graduate Medical Education, or other accrediting entity, if applicable.
 - 8.2 Maintain its staff and facilities in a manner designed to meet the standards established by appropriate accrediting bodies;
 - 8.3 Comply with its policies and procedures;

- 8.4 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);
- 8.5 Provide the House Staff Member with a copy of any revised Exhibit or policy referenced herein.
9. 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, in accordance with duty hour restrictions imposed by the Accreditation Council for Graduate Medical Education. House Staff Member shall refer to the House Staff Manual for a complete description of the Duty Hours Policy.
10. OUTSIDE WORK. Employment as a physician in a professional capacity outside of this Agreement must be approved in writing, in advance, by the Program Director and the Vice President of Medical Affairs. The primary responsibility of the House Staff Member is to this Agreement, and House Staff Member shall not be required to engage in any outside work. Even if approved, professional and general liability insurance is not provided to house staff members engaged in other work activities outside the scope of this Agreement. House staff members working pursuant to a training or temporary license are not eligible to work outside of the Program for any reason.
11. NON-DISCRIMINATION AND HARASSMENT. The Hospital does not discriminate against any of its house staff members (or other employees) because of age, sexual preference, race, color, religion, gender, disability, national origin, citizenship status, veteran status, marital status or any other class protected by federal, state or local law. This policy applies to selection, hiring, promotion, compensation, benefits, discipline and termination, as well as any and all other terms or conditions of employment. In addition, the Hospital maintains policies prohibiting workplace harassment, which includes sexual harassment as well as harassment based on any other protected status. House staff members are covered by this policy and are expected to comply with it. Details of the policy can be found in the House Staff Manual.
12. 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 (except for participants in a one-year program) may be promoted to the next Post Graduate Year (PGY) level; provided that at minimum, House Staff Member successfully completes the academic requirements for promotion and meets all other responsibilities and requirements as set forth in the Policy for Promotion. Upon promotion, a new Agreement shall be executed. If the Hospital decides not to promote the House Staff Member to the next year of training, this Agreement will not be renewed.
13. TERMINATION. This Agreement may be terminated by the parties as follows:
- 13.1 By House Staff Member by delivery to the Program Director of 30 days written notice of intent to resign. The Program Director may, in his or her discretion, waive the 30 day notice requirement.
- 13.2 By the Hospital, effective immediately upon delivery of written notice by the Program Director to the House Staff Member, for any legitimate reason, which may include, without limitation, failure to maintain satisfactory academic progress, workplace misconduct, unprofessional behavior, endangerment of the health or safety of others, including co-workers, patients or other parties.
- 13.3 Grounds and procedures for termination of this Agreement are explained further in the House Staff Manual.

14. NONRENEWAL OF AGREEMENT (DENIAL OF PROMOTION). The Hospital may elect not to renew House Staff Member's Agreement for any legitimate reason as specified under Section 13, Termination, and as further explained in the House Staff Manual. If the Hospital can determine that House Staff Member should or should not be promoted by February 1, it shall notify House Staff Member of its decision at that time. In the event that the Hospital requires additional time to observe and evaluate House Staff Member, or if new information arises after February 1, the Hospital shall give as much advanced notice of the decision not to renew and/or not to promote House Staff Member as possible under the circumstances.
15. GRIEVANCE POLICY and DUE PROCESS. The Hospital maintains a grievance policy designed to allow House Staff Member an opportunity to resolve grievances related to the work environment or issues related to the program or faculty. In addition, the Hospital maintains a Due Process Policy that affords all house staff members an opportunity to be heard on any decision of the Hospital that may affect a house staff member's intended career development. Among other things, this policy allows House Staff Member to seek review of any decision to terminate this Agreement, not to renew this Agreement, and/or not to promote the House Staff Member. The Grievance Policy and the Due Process policy are set forth in detail in the House Staff Manual.
16. CLOSURE or REDUCTION IN SIZE OF PROGRAM. In the event that the Hospital closes a residency program or reduces the size of a program, the Hospital shall notify the affected 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.
17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Maryland.
18. WAIVER OF BREACH. The waiver by either party of a breach or 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.
19. SEVERABILITY. In the event that any provision of this Agreement is held to be unenforceable, it shall not effect the remainder of this Agreement, which shall remain in full force and effect, in accordance with its terms.
20. 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 and other policies referred to in this Agreement may be amended from time to time in the Hospital's discretion, and the amendments shall become effective when disseminated to house staff members. The House Staff Manual shall be issued at least annually to all house staff members on or before July 1 of each year or on a twelve month rotation, after the initial effective date.
21. ACKNOWLEDGEMENT. The House Staff Member acknowledges that he or she has read the Agreement in its entirety prior to executing it, and is not relying on any representation or promise except for those set forth in this Agreement in voluntarily deciding to execute the Agreement.

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

HOSPITAL

BY: _____

Allan Birenberg, M.D.
Vice President, Medical Affairs

DATE: _____

HOUSE STAFF MEMBER

BY: _____

DATE: _____ *****, MD**