



**HOUSESTAFF OFFICER (INTERN, RESIDENT OR FELLOW) AGREEMENT
ACADEMIC YEAR 2022-2023**

This Agreement dated as of XXX by MEDICAL CENTER NAME, a non-profit, research and teaching hospital and, <<firstname>> <<lastname>>, <<credentials>> (Housestaff Officer).

A. Term of Appointment

In consideration of the mutual promises set forth in this agreement, the Medical Center hereby offers and the Housestaff Officer hereby accepts a term of appointment beginning on XXX and will end on <<enddate>>. Although the parties anticipate that the Housestaff Officer appointment pursuant of this Agreement will continue for a full twelve (12) month term, this Agreement may be terminated by the Medical Center at any point in time for grounds specified herein.

The Medical Center agrees, and the Housestaff Officer accepts, appointment under the following terms and conditions:

1. Training Program: <<program>>
2. Training Program Level: <<pgy>>
3. PGY Compensation Level: <<compensationstatus>>
4. PGY Compensation Annual Stipend: <<compensation>>

B. Stipend & Benefits

The Housestaff Officer shall receive a stipend at the annual rate of <<compensation>>, payable in arrears of bi-weekly installments by electronic deposit.

The Housestaff Officer shall be entitled to receive fringe benefits of the types stated in the Department of Academic Affairs Graduate Medical Education (GME) Manual on the first recognized day of the Housestaff Officer's appointment. The GME Manual contains information on benefits available such as Leave of Absence, Vacation, Professional Liability Insurance, Medical, Disability and Health Insurance, Employee Assistance Program and Physician Well-Being. All policies and benefits are subject to change at the discretion of the Medical Center.

C. Requirements for Appointment

1. As a condition precedent to appointment, the Housestaff Officer must meet all of the following requirements prior to the commencement of the term of appointment, or this Agreement shall be null and void:
 - a. Housestaff Officer shall graduate from a medical/dental/podiatric school offering a program accredited by the Liaison Committee on Medical Education or the American Osteopathic Association or American Association of Colleges of Podiatric Medicine or American Dental Association; or from a foreign medical school ("FMS"), and shall have been certified as having successfully satisfied the examination requirements of the Educational Commission for Foreign Medical Graduates ("ECFMG") or the United States Medical Licensing Examination ("USMLE") or any predecessor or successor examination;

- b. Housestaff Officer shall provide the Medical Center with all credentialing information which the Medical Center shall require Housestaff Officer to provide, including but not limited to medical school diploma and transcript, and, where applicable, current valid New Jersey State or other licenses or permits to practice medicine, ECFMG Certificate or Fifth Pathway Certificate;
 - c. If Housestaff Officer is not a citizen of the United States, Housestaff Officer shall obtain a valid visa or other appropriate authorization to work in the United States during the terms of this Agreement, which authorization shall be acceptable to the governmental agencies having jurisdiction thereover; and
 - d. Housestaff Officer shall have satisfactorily completed all requirements of the training program in which Housestaff Officer is enrolled for the preceding academic year, if applicable;
 - e. Housestaff Officer shall comply with all health requirements and standards for Medical Center employees imposed by New Jersey State and local law and regulations and by the Medical Center, including submission to a post-offer pre-appointment physical examination and submission of evidence of required immunizations;
 - f. Housestaff Officer shall successfully complete all pre-employment requirements, including, for new employees: taking and passing, with a negative result, a urine toxicology screen for illicit drugs and drugs of abuse; confirmation from a background investigation report of the accuracy and completeness of the information on Housestaff Officer application and associated forms; pre-employment medical examination; reference checks; and verification of academic credentials.
2. The Housestaff Officer represents that no disciplinary action or investigation or misconduct proceeding has been taken against Housestaff Officer by any training program, hospital, health care institution or licensure or disciplinary agency, and that Housestaff Officer has never been convicted of or entered a plea of guilty or nolo contendere to a felony or any other crime involving moral turpitude, nor has any malpractice action commenced against Housestaff Officer, except as Housestaff Officer has previously disclosed in writing to the Medical Center; acknowledges that this Housestaff Officer Agreement is expressly conditioned upon the truth and accuracy of the foregoing representations; and agrees promptly to disclose any such actions, investigations, proceedings, convictions or pleas to the Medical Center on an ongoing basis.

D. Housestaff Officer Responsibilities

1. The Housestaff Officer agrees to fulfill the following obligations and responsibilities:
 - a. To follow all administrative policies, procedures, rules and regulations of the Medical Center as the same may hereafter be modified and/or amended, as determined by the Medical Center's administration, Medical Board and/or Board of Trustees;
 - b. To perform the duties and obligations of a Housestaff Officer Physician to the best of Housestaff Officer ability, provide clinical services commensurate with Housestaff Officer level of advancement and responsibilities, carry out assigned patient care and other responsibilities to provide safe, effective and compassionate care, carry out assigned patient care and other responsibilities and do everything possible to protect and promote the health and safety of patients at the Medical Center;

- c. To comply with the instructions and directions of the Administration of the Medical Center, the Chairman of the Department, the Training Program Director, the members of the Attending Staff of the Medical Center under whose supervision the Housestaff Officer may be from time to time, and more senior members of the Department;
- d. Not to bill Medical Center patients or accept payments or gratuities from Medical Center patients for the rendering of professional services;
- e. To adhere to Housestaff Officer delineation of privileges and any other guidelines or restrictions imposed on the professional activities of Housestaff Officers at the Medical Center, and to endeavor at all times to perform only those specific treatments and procedures that Housestaff Officer has been authorized in writing by the Department Chairman and/or designee to perform;
- f. To obey and adhere to all applicable state, federal and local laws, as well as the standards of applicable regulatory, licensing and accreditation bodies, including The Joint Commissions (“TJC”); the Accreditation Council for Graduate Medical Education (“ACGME”); the Commission on Dental Accreditation (CODA); and Council on Podiatric Medical Education (CPME);
- g. To participate fully in the educational and scholarly activities of the Department’s graduate medical education training program (hereinafter referred to as the “Program”) and satisfactorily fulfill the educational requirements of the Program;
- h. To maintain cooperative relationships with other Housestaff Officers, members of the Attending Staff and Medical Center employees, and to avoid disruptive behavior which could potentially have an adverse impact on patient care;
- i. To cooperate fully with all Medical Center, Departmental, ACGME, Residency Review Committee (“RRC”), CPME, and CODA surveys, reviews, peer review and quality improvement activities and to provide all information requested by such bodies;
- j. Acquire and maintain life support certification(s) as required by the Department of Academic Affairs;
- k. Report immediately to the Program Director, the Designated Institutional Official (DIO), Assistant DIO and General Counsel (i) any inquiry by any private or government attorney or investigator and (ii) any inquiry by any member of the press. The Housestaff Officer agrees not to communicate with any inquiring attorney or investigator or any members of the press except merely to refer such attorneys and investigators to the appropriate HMH representatives identified above;
- l. Comply with the Medical Center’s corporate compliance program;
- m. To strictly abide by the ethics of Housestaff Officer profession, and avoid acts and omissions constituting professional misconduct;
- n. To maintain the confidentiality of patient clinical information;

- o. To complete all required patient care records in a thorough, professional, accurate and timely fashion, and to complete such other documentation as may be required by the Medical Center, Department, RRC, ACGME, CPME or CODA;

The Housestaff Officer acknowledges that failure to comply with any of the provisions of this Section “D” shall constitute grounds for disciplinary action.

E. Medical Center Responsibilities

1. The Medical Center agrees to fulfill the following obligations and responsibilities;
 - a. To provide a safe and suitable environment for the medical education experience;
 - b. To provide a training program which meets the standards of the essentials of an approved Residency/Fellowship of the Accreditation Council for Graduate Medical Education or Commission of Dental Accreditation or Council on Podiatric Medical Education; and to provide information relating to access to eligibility for certification by relevant certifying board, and;
 - c. To provide a stipend and fringe benefits as set forth in this Agreement;
 - d. To provide professional liability insurance coverage. The Medical Center shall secure on behalf of Housestaff Officer and pay for professional liability coverage with limits no less than One Million Dollars (\$1,000,000) per medical incident and Three Million Dollars (\$3,000,000) in the annual aggregate. Such professional liability coverage shall be effective as of Housestaff Officer’s effective date as indicated in Section A and shall provide coverage for incidents occurring on or after the effective date as indicated in Section A. The Medical Center provided professional liability coverage expressly excludes all services and business endeavors in which Housestaff Officer engages (whether compensated or voluntary) external to appointment hereunder.

F. Terms and Conditions of Appointment

1. The Medical Center and/or the Program Director shall have the right, at any time and without advance notice, in their sole discretion, to change the Housestaff Officer assignment without liability of any kind, provided the transfer complies with the essentials of an Approved Residency/Fellowship Training Program of the appropriate specialty board;
2. Clinical Experience and Education (formally known as Duty Hours)
 - a. The hours of duty and direction of the Housestaff Officer assignments shall be determined by the Program Director or designee in accordance with policy, “Graduate Medical Education – Clinical Experience and Education (formally known as Duty Hours).” This policy shall comply ACGME, CODA, and CPME regulations on the working hours of post-graduate medical Housestaff Officers;
 - b. Monitoring the hours of duty will occur as outlined in the Department of Academic Affairs GME Manual.

3. Moonlighting

- a. The Housestaff Officer shall not engage in any employment outside of Housestaff Officer training program, paid or unpaid, except upon prior written approval from the Program Director, the Department Chair and the Designated Institutional Official of the Medical Center. All outside employment (moonlighting) will be subject to terms, conditions and restrictions set forth in such written approval. Notwithstanding receipt of prior written approval, the Housestaff Officer warrants that Housestaff Officer will under no circumstances engage in any outside employment if, by so doing, Housestaff Officer will thereby (i) violate the restrictions imposed by ACGME, CODA or CPME regulations on the working hours of Housestaff Officers, or (ii) render Housestaff Officer ineligible to work Housestaff Officer scheduled hours at the Medical Center. All hours worked outside of the training program combined with the training program hours each day and each week must not exceed the maximum number of hours permitted by ACGME, CODA or CPME regulations. Any Housestaff Officer permitted to engage in outside employment shall report to the Program Director, in writing and as required, the total of all hours worked outside Housestaff Officer training program.

G. Termination

The parties have entered into this Agreement in good faith and acknowledge their respective ethical and legal obligations to fulfill this Agreement until its expiration date. Neither party shall terminate this Agreement prior to its expiration date except for cause. "Cause" for the Medical Center to terminate this Agreement shall include, but not be limited to, a breach of any provision of this Agreement by the Housestaff Officer Physician. This provision shall be administered consistently with the Medical Center's and the Department of Academic Affairs GME Manual.

Non-Renewal by Housestaff Officer

If the Housestaff Officer intends not to seek continued appointment, the Housestaff Officer shall provide the Program Director with written notice; not less than 90 days prior to the agreement term date.

H. Reappointment

1. The duration of this Appointment and Agreement is for a term not to exceed 12 months. Reappointment shall be in the sole discretion of the Program Director or designee and is contingent upon several factors, including but not limited to: full compliance with the terms of this Agreement, satisfactory completion of all training components, satisfactory performance evaluations, the availability of a position, closure or reduction in the size of the Program and furtherance of the Medical Center's objectives. Housestaff Officers will be informed of any decision not to reappoint at least 4 months prior to the expiration of this agreement. If, however, the primary reason(s) for the non-appointment occurs within the 4 months prior to the end of this agreement, the Housestaff Officer will be provided with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of this agreement.
2. When non-reappointment is based on reasons other than the Housestaff Officer performance or breach of this Agreement, it shall be final and not subject to the Grievance Policy as described in the Department of Academic Affairs GME Manual. When non-reappointment is based on the Housestaff Officer's performance or breach of this Agreement, it shall be subject to appeal as stated in policy regarding the Grievance and Due Process.

I. Program Closure or Reduction

The Medical Center shall inform Housestaff Officer of a projected closure or reduction in the size of the Program consistent with policy titled “Closures and Reductions” and shall afford any Housestaff Officer who is displaced by such closure or reduction reasonable assistance in identifying a program in which they can continue their education. Any decision by the Medical Center to close a program or reduce its size is not final and not subject to the Grievance Procedure/Policy as described in the Department of Academic Affairs GME Manual.

J. Grievances

Grievances by the Housestaff Officer concerning disciplinary actions which may harm Housestaff Officer professional training shall be resolved in accordance with policy titled “Grievance and Due Process Policy”. The Housestaff Officer acknowledges that the provisions of this policy are Housestaff Officer sole and exclusive remedy and that Housestaff Officer is not entitled to the due process procedures set forth in the Medical Center’s Medical Staff By-Laws.

K. Physician Impairment and Substance Abuse

The Housestaff Officer shall abide by the policy titled “Drug and Alcohol Free Workplace” (PolicyStat ID: 8272080) as referenced in the Department of Academic Affairs GME Manual.

L. Harassment

It is the Medical Center’s policy to maintain a work environment free from harassment and unwelcome conduct. The Housestaff Officer shall abide by the policy titled “Harassment” (PolicyStat ID: 8640565) as also referenced in the Department of Academic Affairs GME Manual.

M. Reporting Obligations

The Medical Center shall comply with any and all reporting obligations imposed by state and federal law and regulation including any obligation to report instances in which the Housestaff Officer is terminated, withdraws or is not reappointed for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or potential or actual impairment of patient safety or welfare or, if required by law, has been placed on probation, special supervision, or disciplinary action. Program Director shall also comply with any and all reporting obligations that may be required by applicable certifying bodies in establishing Housestaff Officer’s eligibility for certification.

N. Intellectual Property

The Housestaff Officer acknowledges that any and all inventions, discoveries, or other intellectual property that may arise from the Housestaff Officer’s research conducted while employed by the Medical Center will be governed by the Medical Center’s policy titled “Hackensack Meridian Health Intellectual Property” (PolicyStat ID: 6316913).

O. Entire Agreement

This Agreement, along with the Department of Academic Affairs GME Manual, contains the whole understanding of the parties and supersedes all prior oral or written representation. It may be modified only by a written agreement signed by both parties. This Agreement shall be governed in all respects by the laws of the State of New Jersey.

IN WITNESS WHEREOF the parties have executed this agreement as set forth by the date indicated below.

Date: _____

XXXXX
Housestaff Officer

Date: XXXXX_____

XXXXX
Program Director

Date: XXXXXX_____

XXXXXX
Designated Institutional Official

SAMPLE