

House Officer Contract

Akron General Medical Center ("Akron General") and _____ ("House Officer") enter into this House Officer Contract ("Contract") in Akron, Ohio, on _____ ("Effective Date").

Background and Intent

- A. Akron General is a non-profit organization that operates an approved Graduate Medical Education Residency Program in _____ ("Program"), accredited by the Accreditation Council for Graduate Medical Education ("ACGME"). Such Program shall be for a period of _____ ("Program Term").
- B. House Officer is a graduate of an approved medical school accredited by the Liaison Committee of Medical Education, or the American Osteopathic Association, or who has a current and valid certificate from the Educational Commission for Foreign Medical Graduates ("ECFMG"), and who otherwise is eligible under Part IV, Section A of the ACGME Institutional Requirements.
- C. Akron General and House Officer intend to enter into this Contract, according to the following terms and conditions:

Terms and Conditions

1. Eligibility Requirements

House Officer must:

- 1.1. Demonstrate and maintain authorization to work in the United States and participate in the Program without interruption.
- 1.2. Obtain and maintain in good standing a training certificate from the Medical Board of Ohio.
- 1.3. Demonstrate fitness for duty, including passing a pre-employment health assessment (including, but not limited to pre-employment drug testing), periodically undergoing other testing and screens, and receiving immunizations in accordance with Akron General policies and that Akron General deems appropriate to minimize risk.
- 1.4. Be able to perform safely and successfully all essential job responsibilities as a House Officer, with or without reasonable accommodation.
- 1.5. Meet all other Program eligibility and credentialing requirements and be available to start Program on the Appointment Start Date, as stated below.
- 1.6. Immediately report to the Chair or program Director any failure to maintain these eligibility requirements.

2. Appointment and Employment

- 2.1. Akron General appoints House Officer to PGY Level ___, for 12 months ("Appointment Period"), beginning _____ ("Appointment Start Date"), and ending _____ ("Appointment End Date"). *IV.B.2.b*

2.2. House Officer is an Akron General employee, who may be credentialed and privileged. House Officer is not appointed to, and is not a member of, the Akron General Medical Staff.

2.3. It is anticipated that House Officer will complete his/her _ year resident training program and contracts are offered yearly based upon the progress of the resident. Akron General is not obligated to renew House Officer's Contract. Completion, advancement, reappointment and renewal of employment for another 12 month period is contingent on House Officer's satisfactory performance of assigned rotations and duties, compliance with applicable rules, regulations and policies, and demonstrated progress towards goals of clinical competence in the six core competencies, cognitive achievement, and accumulation of a fund of knowledge commensurate with physicians certified by the respective specialty board, as determined by the Program Director, and is not because of lack of work. The House Officer understands/acknowledges that this House Officer Contract remains in effect only for the period of duration referred to herein and only so long as the terms and conditions specified in this Contract have been met. No representatives, guarantees or promises on the part of Akron General are to be construed for additional participation or renewal beyond the duration referred to herein. *IV.B.2.d; IV.B.2.k*

2.4. House Officer must sit for the United States Medical Licensing Examination (USMLE) Step 3 or Comprehensive Osteopathic Medical Licensing Examination (COMLEX) Level 3 exam by December 31st of his/her PGY-2 year and pass the USMLE Part 3 or COMLEX Level 3 by February 28th of his/her PGY-2 year. House Officer must meet this requirement to be considered in good academic standing, which is necessary to be promoted to the next level of training and is an essential element for completing the Program and receiving a Certificate of Completion. *IV.B.2.d*

2.5. Upon determination by either the Program Director or Chair of the Department of Medical Education that House Officer has not, or cannot, fulfill each of his/her obligations under the Contract, including (but not limited to) one or more of the six core competencies or for other good cause, then Akron General, in its sole discretion, through the Chair of the Department of Medical Education, may not renew or may terminate the Appointment, Employment, and Contract and dismiss House Officer from the Program. *IV.B.2.d*

2.6. If Akron General does not renew House Officer's Contract for performance reasons, Akron General shall give the House Officer written notice of its intent not to renew before the current Appointment End Date. Such written notice shall be provided as soon as circumstances reasonably permit. This provision does not apply to any House Officer who is in his/her anticipated graduation year.

2.7. House Officer may request a Reconsideration and Internal Review Appeal in accordance with House Officer Manual. *IV.B.2.e*

2.8. Termination of the House Officer's Contract and dismissal from the Program will become effective when House Officer receives written notification, unless House Officer requests a Reconsideration and Internal Review Appeal by the Internal Review Appeal Panel, in which case termination and dismissal will become effective on the date the Internal Review Panel upholds the termination. *IV.B.2.e*

2.9. Notwithstanding any other provision in this Contract, Akron General, at any time and in its discretion, may immediately terminate this Contract and dismiss House Officer from the Program without offering Reconsideration or Internal Review Appeal if House Officer: (1) has his/her training certificate or DEA registration suspended, revoked, or restricted; (2) is excluded from participating in Medicare/Medicaid; (3) unlawfully harasses any person; (4) abuses any patient; (5) no longer has valid authorization to work in the United States; (6) is convicted or pleads no contest to any felony or to any misdemeanor that relates to the practice of medicine.

2.10. Notwithstanding any other provision in this Contract, Akron General, at any time and in its discretion, may close a Program, reduce the number of House Officers in any Program, or not renew a Contract for administrative, budget, financial or other business reasons not related to specific House Officer performance. Under these

circumstances, House Officer is not eligible to request Reconsideration and Internal Review Appeal. Akron General will assist House Officer in finding another ACGME accredited residency program at another institution in which to enroll.

- 2.11. House Officer releases and holds harmless Akron General, including its directors, officers, employees, agents, and affiliated entities from any liability and any compensatory, incidental, consequential, exemplary, or punitive damages arising out of, or related to, Program closing or reduction or the non-renewal of House Officer's Contract for reasons described in Section 2.10.
- 2.12. House Officer may voluntarily cancel this Contract without cause at any time upon written notification to Program Director or Chair.
- 2.13. Akron General and House Officer may agree at any time to cancel this Contract and sign mutual releases.

3. **Akron General Responsibilities**

Akron General will:

- 3.1. Provide residency training Programs that meet ACGME accreditation standards and applicable residency review committees ("RRC").
- 3.2. Provide House Officer with a suitable academic environment, including access to appropriate resources House Officer reasonably needs to perform responsibilities, which fosters didactic and clinical experiences in House Officer's specialty.
- 3.3. Maintain a policy, consistent with ACGME requirements, for House Officer clinical and educational work hours. *IV.B.2.I*
- 3.4. Provide appropriate supervision and guidance commensurate with House Officer's training and PGY status.
- 3.5. Perform evaluations and offer remediation, as warranted.
- 3.6. Provide due process for redress of grievances in accordance with the House Officer Manual.
- 3.7. Provide a sleeping room while House Officer is in-house for scheduled call.
- 3.8. Provide Compensation and Benefits (described below).
- 3.9. Not discriminate against any qualified person because of age, race, national origin, religion, gender, sexual orientation, disability, veteran status, familial status, or other legally recognized protected classification.
- 3.10. Issue a Certificate of Completion upon the House Officer's successful completion of all Program requirements and graduation.
- 3.11. Maintain board eligibility information regarding board eligibility for each specialty which can be found in each residency program office.

4. **House Officers Responsibilities** *IV.B.2.a*

House Officer must:

- 4.1. Provide competent, safe, effective and compassionate care that is appropriate to his/her level of training and ability under appropriate supervision and direction of attending physicians.

- 4.2. Participate fully in the educational activities of the Program and assume responsibility for participating in teaching of more junior residents and students, as required by the Chair or Program Director.
- 4.3. Develop an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine.
- 4.4. Adhere to the call schedule and schedule of assignments and rotations in a prompt, timely and reliable fashion.
- 4.5. Adhere to Akron General duty hour policy, consistent with ACGME standards.
- 4.6. Timely and accurately complete and authenticate medical records according to professional and legal standards and Program requirements.
- 4.7. Evaluate other house officers, as appropriate.
- 4.8. Act and communicate professionally and work cooperatively with faculty, colleagues, Akron General personnel, and patients.
- 4.9. Identify to the Chair or Program Director any personal impairment (including, but not limited to) fatigue, alcohol, drugs, physical or mental issues, and report to the Chair or Program Director any reasonable suspicion that another house officer may be impaired.
- 4.10. Comply with all applicable Akron General employment and House Officer policies, rules and regulations, as described below.

5. House Officer Manual and Employee Policies /IV.B.2.a

- 5.1. House Officer agrees to comply with the policies in the House Officer Manual and applicable Akron General employee policies, including (but not limited to) policies regarding: responsibilities; medical records; meals; laundry; safety; extended service, moonlighting, sunlighting; professional liability insurance; impairment; substance abuse; counseling; tobacco; email and social media; access to file and information; health and disability insurance; leaves of absence; FMLA; probation; remediation; harassment; sexual harassment; HIPAA; code of conduct; questions and complaints; disciplinary guidelines; reconsideration and internal review appeal. /IV.B.2.1
- 5.2. The House Officer Manual is intended to be read in conjunction with Akron General employee policies. If the House Officer Manual does not address a specific topic or issue covered by an Akron General employee policy, then the relevant Akron General employee policy will control. If an Akron General employee policy does not address a specific topic or issue covered by the House Officer Manual, then the House Officer Manual will control. If a conflict, inconsistency, or vagueness exists between a topic or issue that appears in both the House Officer Manual and Akron General employee policy, then the House Officer Manual will control. House Officer may consult with Akron General Human Resources staff if there is a question about the application or enforcement of any policy.
- 5.3. The House Officer Manual and Akron General employee policies referenced in this Contract provide details about certain policies, procedures and processes, and may govern subjects not specifically covered by this Contract, which constitute additional terms and conditions of House Officer's employment, but which are not themselves contracts.
- 5.4. House Officer understands, acknowledges, and agrees that Akron General, in its sole discretion at any time, may amend the House Officer Manual or any Akron General employee policy. Akron General will make available or provide House Officer access to material and substantive amendments.
- 5.5. House Officer is not a member of the Akron General Medical Staff and does not have any rights or remedies under the Akron General Medical Staff Bylaws, Rules and Regulations.

6. Compensation

- 6.1. Beginning on _____ to _____ Akron General shall pay House Officer _____ per hour that House Officer attends required orientation. Beginning _____, Akron General will pay House Officer an annual salary of \$ _____ (_____) commensurate with his/her PGY level, so long as House Officer performs responsibilities in an acceptable manner. *IV.B.2.c*
- 6.2. Compensation is subject to all applicable Federal, State, and Local taxes.
- 6.3. Compensation will be made according to Akron General's payroll schedule and will be deposited directly to an eligible account that House Officer designates.
- 6.4. House Officer may not accept any other compensation or remuneration in cash or in kind from any patient or third-party payer for services performed under this Contract.
- 6.5. Compensation will stop if this Contract ends or is not renewed, regardless of the reason. House Officer shall be paid for all work performed prior to this Contract ending or not being renewed.

7. Benefits

As an Akron General employee, House Officer is eligible for the following benefits:

- 7.1. Paid time off (PTO) of 15 days that may be taken upon receipt of prior approval of the Program Director and others as indicated in the House Officer Manual. PTO may not be carried over from one Appointment Period to another Appointment Period. Any PTO not used during the current Appointment Period will be forfeited. PTO may not be used during Orientation.
- 7.2. Hospital sponsored health insurance (also for eligible dependents), life insurance, and reimbursement accounts. *IV.B.2.g*
- 7.3. Long-term disability insurance policies. *IV.B.2.h*
- 7.4. Allowance for meals is provided on a bi-weekly basis. An overage in this allowance will result in payroll deduction, to which House Officer specifically acknowledges and agrees. Meals will be provided for House Officer's immediate family (spouse and/or children) in the cafeteria on Saturdays, Sundays and those holidays recognized by Akron General.
- 7.5. Call quarters and laundry services for scrubs and white coats.
- 7.6. Professional leave of absence (LOA), sick leave, medical leave, maternal leave, parental leave, FMLA, military, or other recognized basis for leave as further described in Akron General employee policies and House Officer Manual that are compliant with applicable laws. In the event of a leave of absence, Akron General recognizes the need to provide timely notice of the effect of leave on the ability of the House Officer to satisfy requirements of program completion. House Officer recognizes that his/her resident/fellow training may need to be extended by Akron General to fulfill the requirements of the training program, specialty board or state licensing board. *IV.B.2.i; IV.B.2.j; IV.B.2.k*
- 7.7. Approved Educational Allowance of nine hundred and fifty dollars (\$950.00) for PGY 1 and PGY 2, and one thousand one hundred dollars (\$1,100.00) for PGY 3 and above.
- 7.8. Membership to the three community Akron General Health & Wellness Center (Individual Only) along with the Employees Fitness Facility located on the Akron General main campus.
- 7.9. House Officer is not eligible for any other benefit that is not expressly stated in this Contract or in the House Officer Manual.

7.10. Akron General shall provide professional liability insurance to cover professional acts performed by resident/fellow as an employee of Akron General Medical Center during the term of this Agreement, and such coverage will provide legal defense and protection against awards from claims reported or filed during or after the completion of graduate medical education if the alleged acts or omissions of resident/fellow are within the scope of the education program and occurred during the term of this Agreement. *IV.B.2.f*

8. Reconsideration and Internal Review Appeal *IV.B.2.e*

8.1. The process for House Officer's requesting Reconsideration and Internal Review Appeal, and the procedure for Reconsideration and Internal Review Appeal, which is a peer review activity, are described in the House Officer Manual, which is separate from, and not incorporated into, this House Officer Contract. The intent of this Section is to provide the House Officer with a fair, reasonable, and readily available process that minimizes conflicts of interest in adjudicating and resolving issues.

8.2. The Program Director or Chair of the Department of Medical Education may immediately suspend House Officer and deny House Officer physical or electronic access to Akron General, including its computer system, during the pendency of the Reconsideration and Internal Review Appeal.

9. Release of Information

9.1. House Officer acknowledges that Akron General may provide an accurate and complete reference, evaluation and other information in response to any hospital, facility, or potential employer to which House Officer applies. House Officer authorizes Akron General to release information responsive to requests, and House Officer releases and holds harmless Akron General, including its directors, employees, and agents, from any liability for releasing information contemplated by this Section.

9.2. Akron General will provide House Officer with reasonable access to information related to House Officer's eligibility for special board examinations.

10. General

10.1. This Contract states the entire intent, understanding, and agreement between Akron General and House Officer regarding participating in the applicable residency Program. It supersedes any prior oral or written contract, including any previous House Officer Contract covering another Appointment Period.

10.2. This Contract cannot be amended, except in writing and signed by House Officer and an authorized Akron General representative. Notwithstanding the previous sentence, or any other provision in this Contract, Akron General, at any time, may unilaterally modify any policies or procedures that are in the House Officer Manual or Akron General employee policy, and Akron General, at any time, may unilaterally amend any provision of this Contract in order to comply with ACGME accreditation standards or applicable law. House Officer acknowledges Akron General's ability to modify and enforce any amendment, which is supported by valuable consideration.

10.3. Ohio law controls the interpretation and enforcement of this Contract. Summit County Common Pleas Court has exclusive jurisdiction and venue over any dispute.

10.4. There are no intended express or implied third-party beneficiaries to this Contract.

10.5. If any Term or Condition is determined to: (1) be illegal or unenforceable; (2) jeopardize accreditation by the ACGME and/or The Joint Commission; or (3) jeopardize Akron General's participation in Medicare/Medicaid, then the offending Term or Condition will immediately be voided, and this Contract will be amended to cure the offense and comply with the applicable law or accreditation requirement.

Akron General Medical Center

Print Name of House Officer

By _____

Titus G. Sheers, M.D. Chairman,
Department of Medical Education
and Designated Institutional Official (DIO)

Signature of House Officer

Date _____

Date _____

SAMPLE