

**HOWARD UNIVERSITY HOSPITAL**  
2041 Georgia Avenue, NW, Washington, DC 20060  
**Postgraduate Physician Trainee Contract**

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AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, between Howard University, d/b/a Howard University Hospital (hereinafter referred to as "**the Hospital**"), and \_\_\_\_\_, (hereinafter referred to as "**the Postgraduate Physician**").

WHEREAS, the Hospital has residency programs that involve Post-Graduate Physicians to participate in clinical learning experiences at the Hospital; WHEREAS, the Postgraduate Physician desires to further his/her medical education and training by participating in one of the Hospital's residency programs; NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

**I. ELIGIBILITY**

The Postgraduate Physician must meet all requirements for acceptance as specified by the Accreditation Council for Graduate Medical Education, the Hospital, and the residency program.

The Postgraduate Physician must:

- a. have passed a background check and physical examination before entering the program;
- b. have successfully passed USMLE Step 1 and Step 2 before entering the program, including the clinical skills examination component;
- c. meet D.C. regulations regarding licensure (see House Staff Manual).

Note: Graduates of schools of Osteopathy must pass the equivalent examinations to the USMLE (COMLEX) in lieu of the USMLE examinations.

**II. DUTIES AND POSTGRADUATE PHYSICIAN RESPONSIBILITIES**

1. The Postgraduate Physician shall conduct himself/herself in a professional manner reflecting good humanistic qualities and ethical behavior.
2. The Postgraduate Physician shall adhere to the curriculum of the program in order to master the discipline in which he/she is being trained.
3. The Postgraduate Physician shall teach or assist in teaching other trainees as assigned by the program director or his/her designee.
4. The Postgraduate Physician shall abide by the schedules of the program in which he/she is being trained.
5. All responsibilities begun before the end of the scheduled hours of duty shall be completed by the Postgraduate Physician before being relieved. The Postgraduate Physician may transfer the responsibilities to another Postgraduate Physician or attending physician before being relieved, providing such transfer is acceptable to the department in which the Postgraduate Physician is being trained.

**III. DURATION**

The Hospital offers and the Postgraduate Physician accepts an appointment as a \_\_\_\_\_ year Postgraduate Physician in \_\_\_\_\_, (hereinafter referred to as "the Department") for a term beginning on \_\_\_\_\_, 2004, and ending on \_\_\_\_\_, 2005.

**IV. COMPENSATION**

In consideration of the Postgraduate Physician's satisfactory performance of the conditions of this Agreement, the Hospital agrees to pay or causes to be paid to the Postgraduate Physician a stipend in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) payable in bi-weekly installments in accordance with the Hospital's regularly scheduled pay periods.

**V. LIVING QUARTERS, MEALS AND LAUNDRY**

The Hospital agrees to provide the Postgraduate Physician living quarters, meals, and laundry services to the extent and under the conditions stipulated in the house-staff manual.

**VI. ADVANCEMENT/REAPPOINTMENT**

1. Postgraduate Physicians will be provided with a written notice of intent not to renew his/her contract no later than four (4) months prior to the end of the Postgraduate Physician's current contract. However, if the primary reason(s) for the nonrenewal occurs within the four (4) months prior to the end of the contract, the Hospital will ensure that the Postgraduate Physician is provided with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the contract. Postgraduate Physicians will be allowed to implement the institution's grievance procedures as addressed in the Howard University Hospital House Staff Manual.
2. Periodic evaluations of the Postgraduate Physician's educational progress and competence shall be made, in writing, as the Postgraduate Physician advances in training.

**VII. GRIEVANCE PROCEDURES**

Any complaint by a Postgraduate Physician in which he/she believes there has been a violation of the Hospital or departmental housestaff manual should

be brought forth pursuant to the grievance procedures described in the Howard University Hospital House Staff Manual.

### **VIII. PROFESSIONAL LIABILITY INSURANCE**

The Postgraduate Physician shall be covered by the provisions of the Howard University Self-Insurance Trust Fund without cost. Coverage, as stipulated in the housestaff manual, for the Postgraduate Physician will be provided when he or she is on duty at the Hospital or on any assignment to any affiliated hospital, affiliated program or affiliated clinic pursuant to the Hospital's residency program unless such coverage is provided by that affiliated entity. Postgraduate Physician **shall have an ongoing obligation to provide the Hospital with his or her forwarding contact information and to assist the Hospital in its defense of any professional liability cases involving the Postgraduate Physician. This obligation shall survive the termination of this agreement. This coverage provides legal defense and protection against awards from claims reported or filed after the completion of GME if the alleged acts or omissions of the residents are within the scope of the educational program.**

### **IX. HEALTH AND DISABILITY INSURANCE**

The Hospital agrees to provide the Postgraduate Physician disability insurance and life insurance benefits for him/her, and health insurance benefits for him/her and his/her immediate family (spouse and children) as stipulated in the house-staff manual. The Postgraduate Physician and the Hospital shall share the costs for the health insurance benefits.

### **X. POLICIES**

1. The Postgraduate Physician shall provide adequate prior notice, as deemed appropriate by his or her Program Director, of any absence. When the Postgraduate Physician is required to be absent from duty for any reason, he/she shall assist in securing adequate coverage as agreed to by the Department.
2. The Hospital agrees to inform the Postgraduate Physician in writing (house-staff manual), of all benefits that may be available to him/her including vacation; sick leave; parental/personal leave; administrative leave; professional leave; leave of absence; and counseling, medical, psychological, and other support services.
3. The Postgraduate Physician must spend the appropriate time in training required to sit for the certifying examination in the specialty in which the Postgraduate Physician is being trained. If the Postgraduate Physician spends more time away from the program (approved by the Program Director) than is allowed 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 is required upon the Postgraduate Physician's return to duty.
4. The Postgraduate Physician agrees to abide by the policies and procedures as set forth in the Howard University Hospital House Staff Manual, Howard University Hospital's Compliance Program, and the Bylaws, Policies, Procedures, Rules and Regulations of the Howard University Hospital Medical Staff and Howard University, if applicable. Among other things, violation by the Postgraduate Physician of any provision of these policies, procedures, by-laws, rules or regulations shall be deemed to be a violation of this Agreement. The Postgraduate Physician's responsibilities are further described in the Howard University Hospital House Staff Manual.
5. The Postgraduate Physician shall be considered as a member of the Howard University Hospital House Staff Association.
6. Any complaints by a Postgraduate Physician in which he/she believes that he/she has been sexually harassed or has experienced problems involving unprofessional conduct, should be brought forth pursuant to Howard University's Sexual Harassment Policy and Procedures.
7. In the event that a Postgraduate Physician recognizes his/her impairment, including mental illness and substance abuse, he/she should seek professional help either through a personal physician or through the employee assistance program (EAP).

### **XI. DUTY HOURS**

Duty hours shall be consistent with the ACGME program requirements. Each Postgraduate Physician shall receive, at least one (1) day (24 hours continuous) out of seven (7) days, when averaged over 4 weeks, free from hospital duties.

The Postgraduate Physician shall work under the supervision of a Hospital attending physician at all times. No Postgraduate Physician shall engage in the private practice of medicine while on duty at the Hospital.

The Postgraduate Physician may only moonlight during off-duty hours according to the stipulations in the Graduate Medical Education Committee and Departmental policy and procedure manuals. Such moonlighting duties shall not interfere with residency training activities. Residents are not required to engage in moonlighting.

### **XII. TERMINATION**

This Agreement may be terminated as a result of:

1. The Postgraduate Physician's failure to obtain the appropriate visas for training or failure to satisfy other qualifications of the Hospital's residency program, including but not limited to: (a) failing to graduate from an LCME-approved medical school or having valid certification from the Educational Commission for Foreign Medical Graduates; or (b) failing to meet the District of Columbia requirements for licensure;
2. The Postgraduate Physician's falsification or concealment of information during application for appointment to the educational program;

3. The Postgraduate Physician breaches any terms or conditions of this Agreement; or,

4. The Hospital's residency program that the Postgraduate Physician is assigned to is either reduced or terminated. The Hospital will make every reasonable effort to either allow the Postgraduate Physician already in the residency program to complete his/her education or assist the Postgraduate Physician in identifying another residency program in which he/she can continue his/her education.

If, in the opinion of the Director of Graduate Medical Education (GME) or her designee, a Postgraduate Physician's conduct is deemed to be grossly negligent or unprofessional, or when a Postgraduate Physician is charged with a criminal act at any time during this agreement, the Director of GME or her designee may relieve the Postgraduate Physician of all patient care duties until such time as Howard University can conduct an investigation of the matter. If Howard University's investigation reveals that the Postgraduate Physician's conduct was in fact grossly negligent or criminal, the Postgraduate Physician is subject to non-renewal of his/her contract or immediate termination at the discretion of the Director of GME.

The law of the District of Columbia shall govern this Agreement.

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

At all times under this Agreement, the Parties shall be considered as academic teaching institution and Postgraduate Physician. Nothing contained herein, nor any course of action or failure to act, shall be construed to create an employment relationship between the parties.

The Hospital will monitor the implementation of these terms and conditions by program directors, and also will ensure that residents adhere to established practices, procedures, and policies of the Hospital.

\_\_\_\_\_  
Postgraduate Physician

Date: \_\_\_\_\_

*Acknowledged, Howard University*

\_\_\_\_\_  
Henry Jackson

Interim Senior Vice President, Chief Financial Officer-Treasurer

Date: \_\_\_\_\_

*Acknowledged, Howard University Hospital*

\_\_\_\_\_  
Department Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Robin C. Newton, M.D.

Special Assistant to the Senior Vice President

for Health Sciences, and

Director, Graduate Medical Education

Date: \_\_\_\_\_

\_\_\_\_\_  
Sherman McCoy

Executive Director and Chief Executive Officer

Date: \_\_\_\_\_

January 23, 2004