

<b>GME Policy #: III-J</b>	<b>Graduate Medical Education Policy &amp; Procedures Pennsylvania Hospital</b>	<b>Page 1 of 3</b> Effective: 06-20-08
	<b>Subject: House Staff Agreement</b>	


**POLICY**

**House Staff Agreement** – All members of the house staff will be provided with a written agreement that contains the terms and conditions of their appointment to a program. Areas covered in this agreement include, but are not limited to, the following:

- House staff duties and responsibilities
- Duration of appointment
- Financial support
- Conditions for reappointment
- Grievance and due process procedures
- Professional Liability Coverage
- Health and disability insurance
- Leaves of absence
- Duty hours
- Moonlighting
- Counseling services
- Physician impairment
- Harassment
- Accommodation for disabilities
- Other benefits, policies and procedures

**SCOPE**

Distribution and execution of house staff agreements will be a joint responsibility of the Office of Graduate Medical Education (GME) and individual training programs. Procedures in this regard will be promulgated by the Office of GME and furnished to program coordinators as part of the annual training session. This policy applies to all PAH ACGME accredited and non-accredited training programs.

Supersedes	
	Issued by:  R. Michael Buckley, MD Designated Institutional Official

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**IMPLEMENTATION**

The implementation of this policy is the responsibility of the Office of GME in coordination with the Chair of each Department and the Directors of Residency Training (Program Directors).

**PROCEDURE**


All house staff will receive a sample copy of the house staff contract as part of the recruitment process for their training program. Final contracts will be available during the orientation period. House staff must sign their contract before the onboarding process is complete. The house staff will receive a copy of the signed agreement once it is fully executed by the house staff, the Program’s Department Chair and the PAH GME Designated Institutional Office (DIO).

Housestaff will receive the complete GME policy manual as well as an executive summary of key policies with their contracts. The policies are also made available as amended from time to time on the GME intranet website.

All house staff appointments are one year in length unless a shorter term is otherwise specifically set forth in the agreement.

*Restrictive Covenants*

In accordance with ACGME accreditation standards, no house staff member enrolled in an accredited training program sponsored by any PAH facility shall be required to sign any type of non-competition agreement or restrictive covenant. This policy does not apply to clinical activities outside the scope of the training program during the time in which the trainee is enrolled (i.e. “moonlighting”).

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*Conditions for reappointment*

House staff appointments are renewable annually on the recommendation of the Program Director and with the notification of the Associate Dean for Graduate Medical Education/PAH DIO. A decision not to reappoint will be based on the house staff' performance, evaluations, and his/her ability to work and learn effectively within the training program, as per the PAH GME program's written policies.

*Non-renewal of contract or non-promotion*

Programs must provide house staff with a written notice of intent not to renew a training appointment or when a house staff will not be promoted to the next level of training (including non-graduation) no later than four months prior to the end of the current contract. However if the primary reason(s) for the non-renewal or non-promotion occurs within the four months prior to the end of the contract, programs must provide house staff with as much written notice of the intent not to renew or not to promote as the circumstances will reasonably allow, prior to the end of the contract. House staff will be allowed to grieve under GME Policy #II-I House Staff Discipline, Non-renewal and Dispute Resolution if it is felt that the non-renewal of appointment or non-promotion is not consistent with policy.

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