



**2023 Virtual Interviews Agreement**

The University Hospitals Cleveland Medical Center’s Otolaryngology Head and Neck Surgery Program wishes to maintain a fair, equitable, and confidential interview process throughout the 2023 recruitment season. Therefore, we guarantee the following:

The University Hospitals Cleveland Medical Center’s Otolaryngology Head and Neck Surgery Program will neither record nor distribute any part of any interview conducted on a virtual platform (e.g. Zoom, Teams, WebEx, Skype, etc.). This includes screenshots, still photos, audio recording, and video recording and applies regardless of whether the state in which our institution is located requires only one-party consent.

Likewise, we ask that the candidate agree to the same in order to preserve the integrity of the interview process. Please enter your name in the space below and sign where indicated to confirm agreement.

I, \_\_\_\_\_ (applicant), will neither record nor distribute any part of any interview conducted on a virtual platform (e.g. Zoom, Teams, WebEx, Skype, etc.). This includes screenshots, still photos, audio recording, and video recording and applies regardless of whether the state in which I am located at the time of the interview requires only one-party consent. I will not share any of the interview questions asked during the structured interviews with any other applicants or parties.

\_\_\_\_\_

Applicant Electronic Signature

\_\_\_\_\_

Date

## Diversity Commitment

### University Hospitals Diversity Commitment and Mission

UH is committed to equity and inclusion with all of our patients and families, our physicians, our workforce, our business partners and the communities that we serve.

We will enhance our cultural competency by educating, recognizing and celebrating the value of diverse cultures, beliefs and identities.

### University Hospitals Diversity Vision Statement

University Hospitals will be a national leader in diversity by advancing cultural competency, equity and inclusion with all of our constituencies.

### Second look opportunity for applicants

University Hospitals is committed to recruiting and training a compassionate and talented workforce, one that reflects the richness and diversity of the communities we serve.

As part of our resident recruitment efforts, the Virtual Second Look event provides residency candidates (from underrepresented groups in the field of medicine, URiM) with a glimpse into UH and its mission/values, our residency programs, and most importantly, our people. The Second Look includes opportunities to meet Hospital Leadership, Faculty, and residents.

We will discuss the challenge of improving the health of Cleveland, as well as the opportunities, especially for minoritized residents and faculty, to address those challenges.

**UNIVERSITY HOSPITALS CLEVELAND MEDICAL CENTER  
RESIDENT/FELLOWSHIP PROGRAM CONTRACT  
("Contract")**

Date: \_\_\_\_\_ Resident Name: Dr

**I am pleased to inform you that on the recommendation of your department director, the terms of your appointment as a resident physician at University Hospitals Cleveland Medical Center ("UHCMC") are as follows:**

Program: \_\_\_\_\_ Sponsor: UHCMC Effective Date: \_\_\_\_\_ Stipend: \$ \_\_\_\_\_

All Contracts are for the above Effective Period, and may be renewed at the discretion of the Program Director and the Designated Institution Official upon continued evidence of satisfactory performance. Further, this Contract incorporates the terms, policies and procedures set forth in the *Resident Manual* ("Manual") governing your Program at UHCMC, and any applicable UHCMC and University Hospitals Health System ("UH") policies. This Contract may be terminated for any reason or no reason pursuant to the terms of the Manual or the policies and procedures of UH and UHCMC.

**Prior to commencement of your employment you are required to show evidence of U.S. citizenship or present a valid visa in a category that permits you to be employed in the program without qualifications or exceptions. You shall submit to a drug screening prior to commencing employment to test for tobacco and other drug use as reasonably requested by UHCMC in its sole discretion. For all ACGME or AOA residents, you must also have completed and passed USMLE or COMLEX Steps 1 and 2 prior to commencement of your employment, and must pass Step 3 to graduate residency training. Incoming fellows must have passed Step 3 prior to inception of fellowship training. If you fail to meet any of these conditions precedent, this Contract shall be void *ab initio*.**

**You are expected to comply with the UH Code of Conduct and policies, including any postings on social media sites.**

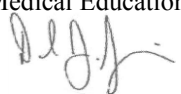
UHCMC agrees to provide an educational program that at a minimum meets the standards established by the accreditation organization governing your Program, and to provide benefits as outlined in the *Manual*. You will agree to meet the educational requirements of the program and to provide safe, effective and compassionate care under the supervision of residency faculty.

**Read the Contract and *Manual* carefully; it contains important information about UHCMC policies. You must familiarize yourself with the following information:**

- Specialty Board Exams and Eligibility
- Payroll, Compensation and Benefits
- Clinical & Educational Work Hours
- Effect of Leave for Satisfying Completion of Program
- Equal Employment
- Extracurricular Employment (Moonlighting)
- Anti-Harassment and Nondiscrimination
- Grievance & Due Process
- Non-Renewal of Contract
- Insurance Coverage (health, disability, professional liability, liability after program completion)
- On Call Meals and Laundry
- Counseling, Medical & Psychological Support Services
- Physician Impairment & Substance Abuse
- Professional Activities Outside the Program
- Residency Closure and Reduction
- Resident Evaluation & Reappointment
- Resident Responsibilities
- Vacation
- Leaves of Absence (including FMLA, Sick, Professional leaves. Notice requirements and effects on program completion)

By accepting this position and signing this Contract: I agree to follow all UHCMC and UH policies and procedures and to comply with all applicable laws, rules, regulations and state and Federal health care program requirements, and, the terms of this Contract (including the *Manual* as amended from time to time); and I certify to the truth of the statements on the ***Compliance Addendum & Certification***.

This Contract may be signed in one or more counterpart, and signatures transmitted electronically shall have the same legal effect as the originals. Kindly acknowledge your acceptance of this Contract by signing below and returning the copy of this letter to: UHCMC Graduate Medical Education Office, 11000 Euclid Ave, Cleveland, OH 44106.



\_\_\_\_\_  
Dr. Daniel I Simon President, UHCMC

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
~~Dr. Susan Nedelost, Designated Institutional Official~~

**UNIVERSITY HOSPITALS (“UH”)<sup>1</sup>**  
**COMPLIANCE ADDENDUM AND CERTIFICATION**

**This Compliance Addendum is incorporated into and made a part of the Resident/Fellowship Program Contract between University Hospitals Cleveland Medical Center and \_\_\_\_\_.**

I agree to perform my obligations under the Contract in compliance with the requirements set forth in the Federal Anti-Kickback Statute and the Stark Self-Referral Law, to the extent such laws may be applicable to the arrangement described in the Contract.

By signing the Contract, I certify that:

1. I have read, understood, and shall abide by the UH Code of Conduct, available online at <https://uhcommunity.uhhospitals.org/Compliance>, and the UH Policies and Procedures, PT-1 and CE-1, -9, -10 and 14, available at [www.uhhospitals.org/vendorpolicies](http://www.uhhospitals.org/vendorpolicies) (username = *uhvendors*; password = *uhvendors*), regarding the operation of the UH Compliance & Ethics Program and compliance with Federal health care program requirements, specifically including the Federal Anti-Kickback Statute (42 U.S.C. Sec. 1320a-7(b) (the “Anti-Kickback Statute”) and the Physician Self Referral Law (42 U.S.C. Sec. 1395nn) (also referred to as the “Stark Law”);
2. I have not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs<sup>2</sup> (collectively, “Ineligible”), or convicted of a criminal offense that could result in you becoming Ineligible. In the event I am found to be Ineligible at any time I understand it will result in immediate termination of my appointment to the Residency Program.
3. Except as disclosed on the line below, neither I nor an immediate family member<sup>3</sup> makes referrals to UH for health care items or services, or to the best of my knowledge: (a) has a direct or indirect ownership or investment interest in or is directly or indirectly employed by or contracted with any company or person to provide services in connection with my Contract:  
  
\_\_\_\_\_
4. I will conduct myself as a Physician consistent with the standards set forth in the UH Code of Conduct, and I shall cooperate fully with the UH Compliance & Ethics Program.
5. I shall perform the Contract in compliance with all applicable laws, rules, regulations and Federal health care program requirements (to the extent applicable) (collectively, “Laws”).
6. I shall perform the Contract in compliance with the UH Compliance Program, all applicable laws, rules and regulations and Federal health care program requirements, including without limitation, the Federal Anti-Kickback Statute, the Stark Law, and the rules, regulations and administrative guidance promulgated under the authority of such laws.
7. I agree that no part of any consideration paid under the Contract is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct.
8. I will comply with the requirements of this Compliance Certification and I will cooperate fully with the UH Compliance & Ethics Program; I understand that failure to comply with the requirements of the Compliance Certification may result in the immediate termination of my appointment to the Residency Program.

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<sup>1</sup> Except where otherwise noted, “UH” means all hospitals, ancillary providers, and other entities owned or controlled, directly or indirectly, by University Hospitals Health System.

<sup>2</sup> An individual or entity listed on either the Health and Human Services – Office of Inspector General – List of Excluded Individuals at [www.exclusions.oig.hhs.gov](http://www.exclusions.oig.hhs.gov) or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs at [www.epls.gov](http://www.epls.gov) , as revised from time to time, is Ineligible.

<sup>3</sup> “Immediate family members” include a spouse, natural or adoptive parent, child, sibling, step-parent, step-child, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and the spouse of any grandparent or grandchild.

## 2.1 APPOINTMENT

## 2.2 ELIGIBILITY - RECRUITMENT & SELECTION

The following is the policy of UHCMC regarding the recruitment, eligibility and selection of Residents. Each applicant must submit an application through the training program's respective match process, typically via ERAS or through the program's universal application. In addition to the application, the following must be submitted: three (3) letters of reference, a Dean's letter, COMLEX scores, and a medical school transcript. All applicants will appear for an interview(s).

A. **Eligibility.** Applicants must meet the following qualifications to be eligible for appointment to an accredited residency program:

1. Graduates of medical schools in the U.S. and Canada accredited by the Liaison Committee on Medical Education (LCME) (only applicable for programs approved by Accreditation Council for Graduate Medical Education).
2. Graduates of COCA (Commission on Osteopathic College Accreditation) accredited colleges of osteopathic medicine in the U.S.
3. Graduates of medical schools outside the U.S. and Canada who meet one of the following qualifications (only applicable for programs approved by Accreditation Council for Graduate Medical Education):
  - a. Have a currently valid certificate issued by the Education Commission for Foreign Medical Graduates (ECFMG).
  - b. Have a full and unrestricted license to practice medicine in a U.S. licensing jurisdiction.

jurisdiction.

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4. Graduates of medical schools outside the U.S. who have completed a Fifth Pathway program provided by an LCME accredited medical school (only applicable for programs approved by Accreditation Council for Graduate Medical Education).
5. Applicants have successfully passed all examinations as deemed required by each training program and passed COMLEX 1, 2CE, and 2PE prior to the close of the National Resident Matching Program (NRMP) ranking in January;
6. Eligible for a training certificate and/or unrestricted license to practice medicine in the State of Ohio.

B. **Selection Qualification of Applicants**

1. Programs in UHCMC select from among eligible applicants on the basis of their preparedness, ability, aptitude, academic credentials, communication skills, professionalism, scholarly activity, commitment to the medical profession and personal qualities such as motivation and integrity.
2. Programs shall not discriminate with regard to gender, race, age, religion, color, creed, national origin, citizenship, ancestry, marital status, disability, sexual orientation (including gender identity) or status as a protected veteran.
3. In selecting from qualified applicants, programs participate in an organized matching program, where available, such as the National Resident Matching Program (NRMP) for the AOA Resident.

C. **USMLE/COMLEX**

1. All Residents must have attempted COMLEX 3 or USMLE Step 3 prior to the completion of their first year of residency.
2. All Residents must have successfully passed COMLEX 3 or USMLE Step 3 prior to entry into the PGY-3 year. The training program shall not issue a PGY-3 contract or allow the trainee to continue training until COMLEX 3 or USMLE is passed.
3. All fellowship candidates must have passed USMLE/COMLEX Step 3 prior to the initiation of fellowship training and employment in an accredited fellowship program.

## **2.3 VISA POLICY**

It is UH policy to comply with the immigration laws of the United States, and all Residents must obtain and maintain an immigration status that permits employment by the Hospital in a clinical capacity. UHCMC participates in the application for J-I visas. UHCMC may, in its sole discretion, sponsor a resident for an H1-B visa under certain conditions.

UHCMC does not discriminate against particular individuals seeking visa status, including based on race, color, national origin, sex, religion, age, or disability. FMG H-1B visa candidates must have a valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) and have passed United States Medical Licensing Exam ("USLME"), or COMLEX Step 3 at the time of application.

If, at any time, a Resident fails to timely obtain or retain the requisite visa status from the United States Citizenship and Immigration Services (USCIS) the Resident will be subject to dismissal or leave of absence, with or without pay, in accordance with applicable USCIS regulations. For any individual that UHCMC is required to bear the cost of repatriation, the Resident shall provide UHCMC at least two weeks advance notice of any specific costs associated with such repatriation that UHCMC should bear. To the extent permitted by law, Resident shall follow UH Policy with respect to reimbursement for such repatriation costs, which will be limited to those repatriation costs that UHCMC is required to pay in accordance with the immigration laws of the United States. Residents who are visa holders may not moonlight.

# Tobacco Policy

## Non-Tobacco User Policy

University Hospitals continually strives to provide the healthiest and safest environment for our employees, physicians and patients. In keeping with this mission, effective January 1, 2012, UH will no longer hire external candidates who use any form of tobacco products. External candidates will be required to confirm their non-tobacco use when expressing interest for a job opportunity. Those selected as a new hire will be tested for all tobacco use as part of the pre-employment lab screening process. Candidates who fail the tobacco screening may re-apply after 90 days.

This is to confirm that I received the following information at my interview for a residency or fellowship position at University Hospitals Cleveland Medical Center:

1. Sample Contract
2. Eligibility & Selection Requirements
3. Non-Tobacco User Policy
4. Visa Policy & Procedures (for candidates seeking a visa)
5. 2<sup>nd</sup> Look (for unrepresented minority candidates)

Applicant Name: \_\_\_\_\_

Program: \_\_\_\_\_

Date of Interview: \_\_\_\_\_