

**UNIVERSITY HEALTH CARE
HOSPITALS AND CLINICS**

GRADUATE MEDICAL EDUCATION

HOUSESTAFF POLICIES AND PROCEDURES

SAMPLE HOUSEOFFICER AGREEMENT

Chapter: Conditions for Employment

**UNIVERSITY OF UTAH SCHOOL OF MEDICINE HOUSEOFFICER AGREEMENT
2007-2008**

This agreement between the **UNIVERSITY OF UTAH**, on behalf of the **SCHOOL OF MEDICINE** ("University"), and _____, M.D.____ ("Houseofficer"), is entered into for one year beginning _____ and ending _____.

The term "Affiliated Hospitals," as used herein, refers to hospitals providing medical services to members of the public during the course of an approved medical or other professional health care clinical training program, and which have affiliation agreements with the University to provide that training. These hospitals are collectively represented by the Graduate Medical Education Committee (GMEC) located at the University. The term "Hospital," as used herein, refers to the specific affiliated hospital where the Houseofficer is on rotation at a given time. Each Hospital is a separate entity and cannot bind any of the others through its actions.

The University agrees to appoint the Houseofficer, and the Houseofficer accepts appointment, as a trainee under the following terms and conditions:

1. Training Program _____ 2. Training Level in Program _____

3. Stipend: Level¹ _____ Stipend Amount
\$ _____ per annum²

4. At all times during the term hereof the Houseofficer shall remain an employee of the University. The University will monitor the provision to the Houseofficer, pursuant to that Hospital's affiliation agreement with the University, of each of the following by the Hospital where the Houseofficer is receiving training:

- a. Living Quarters: The Hospital will provide suitable on-call quarters.
- b. Liability Insurance: The Hospital will provide insurance or other indemnity for any liability of the Houseofficer and the Hospital while acting in the performance of his/her duties or in

¹ May differ from "Training Level in Program" if credit has been given for previous training.

² This reflects the annual stipend for a 52-week period. Level I Houseofficers receive slightly more than shown as they begin one week before other residents. They will be paid for 53 weeks and receive three of those weeks off as vacation with pay.

the course and scope of his/her assignment, provided that, Houseofficer shall: (i) comply with Hospital risk management requirements; (ii) participate in Hospital risk management training upon request; (iii) cooperate with all Hospital quality assurance processes as required by Hospital policy; and (iv) in the event of any claim against Houseofficer, fully cooperate with Hospital in connection with any such claim or legal process. Claims made after the Houseofficer's termination of training at the Hospital will be covered if based on acts or omissions of the Houseofficer within the course and scope of his/her assignments during training. Insurance or other indemnity coverage will be provided for the Houseofficer on rotations outside an Affiliated Hospital, but within the state of Utah, provided such rotation has been duly approved in writing upon such terms as may be determined by the GMEC. It is understood that a Houseofficer who participates in a rotation outside of the state of Utah is not covered by liability insurance or other indemnity, and such participation will not be approved by the GMEC for any purpose unless arrangements, in writing, satisfactory to the GMEC, are made in advance by the Houseofficer for liability insurance or indemnity coverage during the out-of-state rotation.

- c. Uniforms: Lab coats are the responsibility of the Houseofficer, but may be purchased through University Hospital Linen Services at a nominal price. Laundering of lab coats at the University is charged to each department and a department account number must be provided to Linen Services. Some of the Affiliated Hospitals issue lab coats from a "generic pool" and do not charge for laundering.
- d. Meals: The Hospital will provide meals to an on-call Houseofficer required to spend the night in the Hospital as part of his/her training program.
- e. A suitable environment will be provided for educational experience and training in the areas of the above-named training program.
- f. The educational and training program will meet the standards of the "Essentials of Approved Residencies" prepared by the Accreditation Council on Graduate Medical Education.
- g. Houseofficer duty hours and on-call schedules vary by department. Attached is a copy of the usual working hours for the above-named training program for this agreement year. If this schedule should change, Houseofficers will be notified in writing by the department. Departmental working hours policies comply with the ACGME institutional requirements regarding duty hours and with the University institutional policy regarding resident work hours (see University of Utah Hospital Housestaff Policies and Procedures, Policy Sec. 7, No. 10.1).
- h. Moonlighting activities may be inconsistent with sufficient time for rest and restoration to promote the resident's educational experience and safe patient care when they exceed the weekly limit on resident duty hours. Therefore, moonlighting is not required, and must be closely monitored. Internal moonlighting hours will count toward a house officer's 80-hour weekly duty hour limit. Attached is a copy of the moonlighting policy for the above-named training program for this agreement year. Departmental moonlighting policies comply with the ACGME institutional requirements regarding moonlighting, and with the University institutional policy regarding moonlighting (see University of Utah Hospital Housestaff Policies and Procedures, Sec. 5, No. 7). Any Houseofficer who moonlights is responsible for arranging liability coverage for any patient care responsibilities not directly part of his/her training program.
- i. The Hospital may refuse any individual Houseofficer's participation in training at that Hospital. This could result in termination of the Houseofficer's training prior to the end of an agreement year. If a Hospital excludes the Houseofficer or refuses a Houseofficer's participation, the GMEC may, in its discretion, terminate the Houseofficer's training and

this contract, or may attempt to find an alternate site that meets training program requirements.

- j. The Hospital will comply with OSHA and CDC recommendations, which assume that every direct contact with a patient's blood and other body substances is infectious and requires the use of protective equipment to prevent parenteral, mucous membrane, and non-intact skin exposures to the health care provider. The Hospital will provide, and make readily available to the Houseofficer, quality personal protective equipment including gloves, face protection (masks and goggles), and cover gowns.
5. The University, through its central payroll function, will see that the following are provided to each Houseofficer:
- a. Health Insurance³: The Houseofficer and his/her spouse and children are eligible for enrollment in the University health insurance plans.
 - b. Disability Insurance: The Houseofficer is eligible to participate in the University Housestaff Disability Group Plan, written for physicians, which includes an own-occupation clause.
 - c. Accident Insurance³: The Houseofficer is eligible to participate in the University 24-Hour Accident Insurance Program.
 - d. Life Insurance³: The Houseofficer is eligible to participate in the University Term Life Insurance Program.
 - e. Dental Insurance³: The Houseofficer is eligible to participate in the University Dental Plan.
 - f. Certificate: The Houseofficer will be provided with an appropriate certificate upon satisfactory completion of the education and training program.
 - g. Paid Vacation Leave: The Houseofficer shall receive three weeks of paid annual vacation, which must be scheduled with the approval of the Program Director.
 - h. Paid Sick Leave and Unpaid Leave: Paid sick leave for Houseofficers is non-accruing, but paid sick leave not to exceed 12 days per training year will be available to the Houseofficer if approved by the Program Director. Approved paid sick leave may be used for the Houseofficer's own serious health condition or the serious health condition of the Houseofficer's dependent, or the birth or adoption by the Houseofficer of a child within one year of the date of birth or placement. The Family and Parental Leave Policy for Houseofficers at the University meets the requirements of the Family and Medical Leave Act of 1993, allowing up to twelve weeks of unpaid leave per year for eligible employees. Unpaid Family and Parental Leave runs concurrently with any approved paid sick leave. For example, a houseofficer eligible for 12 weeks of FMLA may be paid for the first 7 days using paid sick leave and leaving only 11 weeks of unpaid FMLA. Subject to the approval of the Program Director, paid vacation leave may also run concurrently with unpaid Family and Parental Leave. Approval of paid sick leave and approval of paid vacation leave concurrent with unpaid leave will depend upon the Program Director's assessment of the training requirements and coverage needs of the Program and of the Houseofficer's training progress and needs. Each U.S. Medical Specialty Board has minimum time

³ Premium costs for the benefits listed in Paragraph 5a, 5c, 5d, and 5e are shared by the Hospitals and Houseofficer for those Houseofficers who are processed through the University of Utah payroll. Houseofficers on other funding sources (stipends, fellowships, traineeships, etc.) pay the full cost. The disability insurance premium (5b) is paid in full by the University.

requirements in residency training for Board eligibility, and Houseofficers may need to make up time used for sick leave or Family and Parental Leave in order to meet Board eligibility requirements. Each Program's written departmental leave policy is on file in the University's Office of Graduate Medical Education. Any make-up time required for Board eligibility will be unpaid. Leave for meetings may also be taken in accordance with departmental policy.

6. The Houseofficer agrees to:

- a. Perform satisfactorily and to the best of his/her ability the customary duties and obligations of the above-named training program, as established by the department and University standards of performance, and be evaluated on a regular basis.
- b. Abide by the policies, procedures, Medical Staff bylaws, risk management programs, rules, and regulations at each hospital.
- c. Comply with the Medical Records Policies at each hospital (copy of University Hospital Medical Records Completion/Incentive Policy attached).
- d. Comply with the work hours requirements (department's work hours policy attached) of the Hospital.
- e. Refrain from accepting fees from any patient for services rendered at the Hospital.
- f. Abide by the ethical obligations of the profession as established by the American Medical Association Code of Ethics (available on the AMA web site at www.ama-assn.org/ethics).
- g. Comply with the University School of Medicine credentials verification procedure. **No Houseofficer will be able to begin a training program** or receive any other benefits under this agreement without having met the following requirements:
 - (1) Documentation of identity and right to work.
 - (2) Compliance with immunization policy, tuberculosis prevention and control policy, and bloodborne pathogen training policy as outlined in the University Hospital Housestaff Policies and Procedures Manual.
 - (3) Documentation of passing scores on USMLE Parts 1 and 2 exams for Level 1 Houseofficers; documentation of USMLE Parts 1, 2, and 3 for Level 2 and above Houseofficers.
 - (4) Completion and return to the Office of Graduate Medical Education of the Personal Information Form for University of Utah School of Medicine Housestaff no later than 30 days prior to hire date so all information can be verified, including medical school and previous residency training, prior to beginning of patient care responsibilities. No Houseofficers may begin a training program until all previous medical education, training, and employment have been verified by the primary source.
 - (5) Pass to the satisfaction of the GMEC, a criminal background investigation as outlined in the University Hospital Housestaff Policies and Procedures Manual.
 - (6) Documentation of compliance with the University's ACLS policy as outlined in the University Hospital Housestaff Policies and Procedures Manual.
 - (7) Comply with the University Drug Testing policy as outlined in the University Hospital Housestaff Policies and Procedures Manual, and pass any pre-employment drug screen required by any hospital.

(8) Documentation of a current and valid Utah medical license, Utah controlled substance license, and a federal DEA registration number (if applicable), in compliance with the Office of Graduate Medical Education licensure policy. Utah law requires an internship before licensure; therefore, the Houseofficer must obtain a Utah license and a Utah controlled substance license no later than 120 days after the first year of clinical training or otherwise within 120 days of completion of internship, or date of hire if beginning at level 2 or higher. DEA registration numbers must be obtained within 60 days from issuance of a medical license and controlled substance license. A copy of the medical license, controlled substance license, and the DEA registration number (if applicable) shall be delivered by the Houseofficer to the Office of Graduate Medical Education within the time periods specified above, and will be retained in the Houseofficer's file. All licensed Houseofficers must maintain a current medical license, controlled substance license, and federal DEA registration number (if applicable) by renewing such licenses or registrations prior to expiration. A copy of the renewed licenses and DEA registrations must be promptly submitted to the Office of Graduate Medical Education to be kept on file. Any Houseofficer failing to comply with the licensing and DEA registration requirements herein may be suspended without pay by the Program Director or the Director of Graduate Medical Education until properly licensed. Exceptions to the controlled substance license and DEA registration requirements may be granted to the following programs: Anesthesiology, Pathology, Dental Education, Diagnostic Radiology, Neuroradiology, Hematopathology, Molecular Genetic Pathology, Medical Microbiology, Nuclear Medicine, Pediatric Critical Care, Physical Medicine and Rehabilitation, Neurogenetics, and Medical Informatics. Residents who do not comply with the licensure requirements due to failure of any USMLE examination may be dropped from the training program as outlined in the housestaff licensure policy.

h. Comply with the Hospital's Compliance Requirements which include (1) obtaining a new TB skin test each year (unless previously positive result) and providing the GME Office with a copy of the test results, (2) maintaining current ACLS certification if required by department and providing the GME Office with a copy of ACLS certification card, and (3) maintaining current licensure status by renewing all licenses before expiration dates and providing copies of current licenses to the GME Office (as stated in "g(8)" above).

i. Notify departments and the GME Office of changes in addresses, telephone numbers, and email addresses.

7. Terms and termination:

- (a) The term of this agreement is for one year unless expressly provided otherwise herein.
- (b) This agreement does not establish any right or expectancy of an appointment for any subsequent residency year regardless of the number of years generally associated with a particular training program.
- (c) Any agreements or representations to the contrary are not valid unless reduced in writing and incorporated as a specific amendment to this agreement.
- (d) Violations may result in termination of this agreement and termination of employment. Violations are considered to be, but not limited to, violations of departmental Standards of Performance or less than satisfactory performance, or violations of University Hospital policies and procedures, or other violations of this agreement.

8. Failure to abide by the terms outlined in this agreement, or failure to complete the full term of this agreement as stated on page 1 of this document, may result in no credit granted for the training completed, no issuing of a Certificate of Completion by the institution, and no letters of recommendation offered by the training program.

9. Due Process: Any Houseofficer who disputes any action of the University shall have the right to appeal said action through University School of Medicine policies and procedures, as from time to time amended. Violations of this Agreement may also be appealed by either party in

the same manner.

10. It is the policy of the University to maintain an academic and work environment free of illegal discrimination, which includes sexual harassment for students, faculty, staff, and participants, as outlined in the University of Utah Policies and Procedures Manual, Section 2-6 and Section 2-6A. Illegal discrimination and sexual harassment subvert the educational, research, service, and scholarly mission of the University and threaten the careers, educational experience, and well being of students, faculty, and staff, and will not be tolerated at the University. In the event that issues related to discrimination or sexual harassment occur, University employees may pursue their concerns through the process outlined in the University of Utah Policies and Procedures manual, Section 2-32, or through the Office of Equal Employment and Affirmative Action.
11. This Agreement incorporates within it applicable University of Utah Policies and Procedures (available on the internet at www.admin.utah.edu/ppmanual), University Hospital Policies and Procedures, and University of Utah Affiliated Hospitals Housestaff Policies and Procedures, including the Housestaff Well Being Program (which Program includes counseling, employee assistance for house officers and family members, and substance abuse treatment assistance and/or diversion) policy (available on the internet at <http://uuhsc.utah.edu/som/education/gme>). Housestaff policies are also printed in the Resident Handbook available through the Graduate Medical Education Office and at housestaff orientation. This agreement shall be construed in accordance with the laws of the State of Utah.
12. Any changes, updates, or additions, and all other policies and procedures of the University of Utah, University of Utah Hospital, and University Hospital Housestaff will be posted to the electronic manual web site located on the internet at www.admin.utah.edu/ppmanual and <http://uuhsc.utah.edu/som/education/gme/policies> respectively, and any changes or updates will be incorporated and effective as of the date of the change or update.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates as hereinafter set forth.

House Officer

Date: _____

University Training Program Director

Date: _____

Director, Graduate Medical Education
University of Utah School of Medicine

Date: _____

Original Agreement to be maintained in the Office of Graduate Medical Education

cc: House Officer
Program Director
Agreement for 2007-2008 Year

Revised November 28, 2000
Revised November 13, 2001
Revised January 2, 2003
Revised December 1, 2003
Revised December 1, 2004
Revised December 1, 2005

Revised December 1, 2006