

**UNIVERSITY OF SOUTH FLORIDA
COLLEGE OF MEDICINE**

HOUSE OFFICER CONTRACT

2009-2010

This House Officer Contract is made and entered into by and between the University of South Florida (for the University of South Florida College of Medicine), acting for and on behalf of the Trustees, a public corporation of the State of Florida (hereinafter "University"), and **Name, M.D.** (hereinafter "House Officer"). In consideration of the mutual promises and conditions set forth in this Contract, University and House Officer, agree as follows:

- I. House Officer accepts appointment to the University's Affiliated Hospitals' House Officer Training Program (hereinafter "Program"), which is approved by the Accreditation Council for Graduate Medical Education, as **PGY** in the Department of **Program** Subspecialty:**N/A**, from July 1st, 2009- June 30th, 2010.
 - A. Duration of Appointment: While it is generally understood that efforts will be taken to assure that an individual who has met all requirements of his/her training program and conducted himself/herself appropriately will be allowed to complete the training program to which he/she was accepted, this Contract is for one year only and is subject to renewal prior to each academic year. In addition, acceptance into an initial residency at the University does not assure acceptance into subsequent advanced training programs nor does it assure transfer into another training program at the University.
 - B. Conditions for Re-appointment: In order to be re-appointed for the next year of residency training, an individual must be in good standing with the University and with the University's College of Medicine. Re-appointment requires satisfactory participation in orientation and continuing education as well as ACLS/PALS registration. Re-appointment is subject to approval of the Program Director. Individuals who are not re-appointed have full rights of appeal as described in the Resident Handbook.
- II. The University agrees to compensate the House Officer during the above appointment period under this Contract at the rate of **\$unknown** per annum. All residents will receive financial support from the University as stipulated in their applicable House Officer Contract. All residents at comparable levels will be compensated according to the same schedule. Any exception to this policy must be approved in writing by the University's College of Medicine Dean or his designate. All residents will receive the same benefits package.
- III. University agrees to provide:
 - A. Professional Liability Protection: Professional liability protection, equivalent to that provided to the clinical faculty physicians, is provided through the University of South Florida Health Sciences Center Self Insurance Program ("SIP"). All residents are provided legal defense and protection against awards by the SIP and Florida Statutes Section 768.28 during the course of their training as well as afterward (tail coverage) for alleged acts or omissions of the residents occurring during and within the scope of their University appointment and educational program. The SIP and Florida Statutes Section 768.28 do not provide professional liability protection to residents for incidents occurring outside the scope of their University employment or function.

B. Leave Policies:

1. Annual Leave: Paid vacation leave with use and accrual subject to provisions set forth in the Resident Handbook. All residents are entitled to have and are required to use paid vacation leave as described in this Contract and the Resident Handbook. PGY-I Residents are entitled to ten (10) weekdays of annual vacation leave. For each subsequent year of residency, a maximum of fifteen (15) weekdays will be entitled. Annual leave must be used during the Contract year in which it is accrued. The only exception is for planned and approved Parental Leave of Absence (see subsection III. B.3. below) in which case one week of leave can be carried over for one year only.

2. Sick Leave: Paid sick leave during each year of residency and participation in the sick leave pool are subject to the provisions set forth in the Resident Handbook. Each resident is allocated nine (9) weekdays of sick leave per Contract year. In addition, each resident contributes one (1) day of sick leave to the sick leave pool. Use of the sick leave pool is limited to a maximum of 90 days per individual and requires written approval.

3. Parental Leave of Absence: Each resident is allowed up to twelve (12) weeks of uncompensated parental leave. Individuals must apply for parental leave in advance and obtain approval from their Program Director. Individuals may utilize accumulated leave (sick leave and annual leave) as continued compensation during parental leave. No other compensation is available for parental leave. In addition, residents are advised to familiarize themselves with the applicable board requirements for their particular specialty to determine if extensive absence will jeopardize board eligibility. Individuals enrolled in training programs at the University are not automatically entitled to additional training beyond the prescribed number of years, in order to complete board requirements. Any such extension of the training program must be approved by the Program Director and the University's College of Medicine Office of Graduate Medical Education and may not be compensated. (See AMA Graduate Medical Education Directory, Appendix B – Medical Specialty Board Certification Requirements, and the USF Housestaff Manual for more information.)

Note: Individuals who are required to discontinue work because of the medical needs of the mother or unborn child may be authorized to use leave from the sick leave pool. The use of the sick leave pool is not available for uncomplicated maternity.

4. Professional Leave of Absence: Professional (Administrative) Leave is available to residents for professional activities with the prior approval of the Program Director and the Graduate Medical Education Office.

5. Leave of Absence: Individuals wishing to take a leave of absence from their training program must obtain approval from both their Program Director and the University's College of Medicine Office of Graduate Medical Education. Individuals are not automatically guaranteed re-entry into the training program and therefore should discuss future arrangements with their Program Director prior to commencing a leave of absence. Leave of absence is uncompensated leave.

6. Individuals who are called to active military duty are eligible for re-entry into the training program based on availability of appropriate positions in the program.

7. Effect of Leave on Program Completion: Most training programs have RRC-specified requirements for the number of weeks of training completed per year and over the course of the residency. Approved annual leave and sick leave are within the current requirements of all certifying agencies. Individuals anticipating the need to request additional leave, compensated or uncompensated, should discuss the impact on their program completion prior to commencing the additional leave.

C. Health, Disability, and Life Insurance: Health, disability, and life insurance benefits are described in the House Officer Policies and Procedures Manual. As a component of their benefits, all residents participate in the comprehensive health insurance plan obtained for the University's College of Medicine graduate medical education program. Residents should refer to the House Officer Policies and Procedures Manual to familiarize themselves with the conditions of the plan, including but not limited to deductibles, co-payments for non-participating physicians/institutions, and benefits for dependents. Residents should familiarize themselves with co-payments for family and child coverage (currently \$50.00/month for spouse only, or \$75/month for child[ren] with or without spouse). The health insurance policy is continuous for 18 months after completing training at the resident's expense under the provisions of COBRA. All residents receive disability benefits as follows: Upon receipt by the University's College of Medicine Office of Graduate Medical Education from the chairperson of the respective department, of a written request to place a resident on extended sick leave utilizing the "sick leave pool", the resident will be eligible to draw from the "sick leave pool" for salary and benefits coverage for up to ninety (90) days. From ninety (90) to one hundred eighty (180) days the resident will be eligible for short-term disability coverage that will continue the salary and benefit coverage. After one hundred eighty (180) days the resident will be covered by a long-term disability policy which provides \$2000.00 (two thousand dollars) per month to the age of 65 as long as the resident is unable to practice. Individuals are encouraged to refer to the Resident Handbook and/or to contact the Office of Graduate Medical Education to obtain specific information regarding these policies. The permanent disability policy can be converted at individual expense to an individual policy at completion of training.

Note: Dental insurance is not provided by the University. Individuals wishing to purchase dental insurance should contact the Office of Graduate Medical Education.

In order to provide appropriate coverage, the University will charge residents who enroll for family health insurance (dependent) coverage at the following rates: \$50.00 per month for spouse only, and \$75.00 per month for spouse and child(ren) or child(ren) only. Residents will be billed the applicable amount which will be deducted from his/her paycheck on a bi-weekly basis.

D. Conditions For Meals and Laundry: Neither the University nor the Affiliated Hospitals provide meals or laundry for residents. Residents who are assigned to take in-house call will receive suitable quarters for sleep and study and will have access to appropriate food services. Neither the University nor the Affiliated Hospitals provide sleeping facilities or food for family members during call tours.

E. Duty Hours Limitation: residents will not work more than 80 hours per week (averaged over a four-week period), will have one day off per seven days (averaged over a four-week period), and will have a minimum of ten hours between assigned duty periods. Moonlighting within or outside USF affiliated hospitals must be counted in the 80-hour workweek monitor. Resident/fellows are required to log their work hours online for every pay period. The Resident / fellow will receive an e-mail in their HSC e-mail account, which supplies them with the direct link to complete these work hours.

F. Counseling and Psychological Support Services: A "Resident Assistance Program (RAP)" is provided to all residents as a benefit of their employment by the University. Services include counseling, rehabilitation, alcohol and drug abuse, grief and loss, financial counseling, and others. Residents are advised to consult the Resident Handbook for a full description of this benefit. Currently, eight (8) visits per year are prepaid. Additional visits and/or treatment may be covered by health or disability insurance programs. The RAP is a confidential service which utilizes health care providers outside of the normal house staff experiences to assure privacy and freedom from interaction with colleagues or supervisors.

G. Faculty, in conjunction with the program director, will assure that residents are provided an appropriate level of supervision at all times and at all clinical sites.

IV. House Officer agrees to accept responsibility for:

A. Residents' Responsibilities - Residents are expected to conduct themselves as professionals in all situations. As such, residents are expected to dress appropriately, use appropriate language, refrain from actual or perceived harassment and interact with patients, families, and co-workers in a congenial and constructive manner. As mature adults with professional responsibility and standing, residents must be committed to quality excellence in all aspects of their activities and are expected to positively represent the University and the Affiliated Hospitals in all activities, both within and outside of the workplace.

Residents' responsibilities include:

1. Developing a personal program of self-study and professional growth with guidance from the teaching staff.
2. Participation in safe, compassionate and cost efficient patient care under supervision, commensurate with level of advancement and responsibility and advising all patients at an appropriate time of their status as University-employed residents.
3. Participating fully in all the educational activities of the Program and, as required, assuming responsibility for teaching and supervising other house staff and residents.
4. Participation in all required orientations, continuing education and safety seminars.
5. Maintenance of current ACLS/PALS registration.
6. Participating in institutional programs and activities involving the medical staff and adhering to established practices, procedures, policies and medical staff by-laws of the university and of the relevant Affiliated Hospital.
7. Participation in institutional committees and councils, especially those that relate to patient care review activities and residency oversight activities.
8. Assuring State licensure or registration as required by the Florida Department of Professional Regulation as described in the Resident Handbook.

9. Complying with the scope of practice documents pertinent to the training program and obtaining an appropriate level of supervision for all patient care activities.
10. Maintaining records as required of hours worked and days not worked and providing information to the Program Director and Office of Graduate Medical Education upon request.
11. Moonlighting (employment outside of residency responsibilities) is limited to that which is approved in writing by the Program Director and within the limits of the 80-hour workweek.
12. Timely Payment of all financial obligations to the University. The resident agrees that, in the event he/she has any unpaid financial obligation(s) to the University, the University is authorized to withhold issuance of the certificate of program completion until all such financial obligations are paid in full.
13. Complying with the applicable requirements of the University's affiliation agreements with participating sites involved in residency education and the applicable policies and procedures of the Affiliated Hospitals and other affiliated facilities where the resident participates in the Program.

B. Physician Impairment and Substance Abuse: The University and the Affiliated Hospitals are each Drug Free Workplaces. As such, strict rules will affect individuals who report for duty while under the influence of alcohol or drugs or are suspected of being intoxicated.

Residents identified as being intoxicated will be referred to the Physician Recovery Network (PRN), an independent agency sanctioned by the State of Florida. Individuals declining referral to the PRN will be reported to the Board of Medicine and may be subject to adverse consideration by the University's College of Medicine. In addition, individuals are subject to Federal, state, and local laws. Individuals forging prescriptions or otherwise illegally obtaining controlled substances will be subject to severe disciplinary measures as well as formal criminal prosecution. Individuals who recognize the presence of a drug or alcohol problem or other impairment are encouraged to use the RAP or other support mechanisms within the University community. The University will provide an educational program for residents regarding physician impairment, including substance abuse. Residents who are suspected, based on reasonable evidence, of being impaired by substance abuse will be required to submit to drug testing. Although the University of South Florida is a drug-free workplace, pre-hiring and random drug screens are not used.

C. Policy on Professional Activities Outside of the Training Program: House Officers may not accept outside employment or engage in other outside activity, compensated or uncompensated, which may interfere with the full and faithful performance of clinical responsibilities. Any proposed outside professional activities must be reported in writing to and approved in advance by the Program Director and the University's College of Medicine Associate Dean for Graduate Medical Education. The SIP does not provide liability protection for residents for incidents occurring in the course of outside professional activity. Residents should refer to the Resident Handbook or contact the Office of Graduate Medical Education for additional information regarding the approval of outside activity.

D. Grievance Procedures: Residents are provided full protection against unfair treatment through a formal grievance procedure. Specific directions for filing a grievance are found in the Resident Handbook. Residents are advised that defined time intervals

apply to most grievances and delay beyond these prescribed times may exclude the possibility of filing a grievance. Grievances should be filed with the Office of Graduate Medical Education at which time assistance will be provided in a fair and impartial manner.

E. Policies on Gender or Other Forms of Harassment: The University's College of Medicine published specific guidelines regarding all forms of harassment, which are consonant with the rules and policies of the University as well as laws and rules of the state of Florida. Sexual harassment, in particular, as well as all other forms of harassment, is inconsistent with the role of a professional and is not tolerated by the University. Individuals with knowledge of harassment are encouraged to promptly report such activity to the Office of the Dean of the University's College of Medicine.

F. Residency Closure/Reduction: Recent changes in public policy as well as changes in federal funding may, in the future, require adjustments in the number of residents in existing programs or could even result in the closure of a program. In the event the University intends to reduce the size of or close a residency program, the University will inform affected Residents as soon as possible and make every effort to allow residents already in the program to complete their education. If any residents are displaced by the closure of a program or a reduction in the number of residents, the University will make every effort to assist the residents in identifying a program in which they can continue their education.

G. Discipline and Discontinuation: House Officer agrees and understands that his/her continuation in the Program is dependent upon his/her satisfactory performance in accordance with professional patient care standards and the criteria of his/her Program, and compliance with the conditions and requirements of this Contract and the Resident Handbook. The University endorses the principle of progressive discipline and seeks to address substandard performance and/or conduct with the least severe action necessary to effect the desired change.

The University agrees that any academic or other disciplinary action, including dismissal, which may be taken against House Officer, will be in accordance with fair institutional policies and procedures as described in the Resident Handbook. The University agrees that the adjudication of any House Officer complaints and grievances related to actions which could result in dismissal or could significantly threaten the House Officer's intended career development will be in accordance with fair institutional policies and procedures as described in the Resident Handbook.

House Officer Date

Program Director Date

Associate Dean, Graduate Medical Education Date