

**UNIVERSITY OF SOUTH FLORIDA
MORSANI COLLEGE OF MEDICINE**

HOUSE OFFICER CONTRACT

2021-2022

This House Officer Contract (hereinafter “Contract”) is made and entered into by and between the University of South Florida Board of Trustees, a public body corporate of the State of Florida for and on behalf of the University of South Florida Morsani College of Medicine, (hereinafter “University”), and «**First_Name**» «**Last_Name**» (hereinafter “House Officer” or “Resident”). In consideration of the mutual promises and conditions set forth in this Contract, University and House Officer agree as follows:

House Officer accepts appointment to the University’s House Officer Training Program (hereinafter “Program”) as a <<Status>> with a compensation status of <<CS>> in the Specialty, «Specialty», from «Start_Date» through «End_Date» (hereinafter “Contract Year”).

University strives to maintain a high quality Graduate Medical Education (“GME”) Program that provides fair and equitable access to individuals who meet the specified qualifications. **House Officer understands that any failure to meet and maintain initial and continued appointment requirements as more fully set forth in this Contract, the GME Resident/Fellow Handbook (hereinafter “Housestaff Handbook”), University Policies and Regulations, GME policies, or requirements of USF, an affiliate site, the Florida Board of Medicine may result in a revocation, termination, or non-renewal of this Contract.**

The current Housestaff Handbook can be found here:

<https://health.usf.edu/-/media/Files/Medicine/GME/current/GME-Resident-Handbook.ashx>

GME Policies can be found here:

<https://health.usf.edu/medicine/gme/policies>

University Policies and Regulations can be found here:

<http://regulationspolicies.usf.edu/regulations-and-policies/regulations-policies-procedures.asp>

- 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 safety, quality and excellence in all aspects of their activities and are expected to positively represent the University and its affiliates in all activities, both within and outside of the workplace.

Among a Resident’s responsibilities in the Program are the following:

1. Complete all on-boarding, credentialing, and privileging processes and maintain credentialing and privileges for the University and all Program affiliate sites for the duration of the Program. Failure to meet these requirements of the University or an affiliate site may lead to termination of this Contract.

2. As part of the Program, a Resident may be required to rotate through a VA hospital for additional learning opportunities. As a federal requirement of working at a federal agency, males must have registered with the Selective Service System when they were between the ages of 18 to 26 years. This includes individuals who are US citizens, non-US citizens and dual nationals, regardless of their immigration status. Male for this purpose is defined as those individuals born male on their birth certificate regardless of current gender. Only male, non-US citizens on a student or visitor visa are exempt from registration. Though exempt from registration, these males are required to request a Status Information Letter issued from the Selective Service office.
3. Developing a personal program of self-study and professional growth with guidance from the teaching staff.
4. Participating 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 a trainee.
5. Participating in all the educational activities of the Program and, as required, assuming responsibility for teaching and supervising other students and Residents.
6. Participating in all required orientations, continuing education, educational modules, and safety seminars at USF and affiliated institutions.
7. Maintaining current BLS/ACLS/PALS/NRP/ATLS certification, as applicable. **Resident is solely responsible for ensuring certifications are current and not expired.**
8. 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 its affiliates.
9. Participating in institutional committees and councils, especially those that relate to patient care review activities and residency oversight activities.
10. Maintaining an active and verifiable State license or registration as a physician in training (training license) as required by the State of Florida as described in the Housestaff Handbook. Active and verifiable State license or registration as a physician in training must be obtained on or before the start date of this contract year and renewed at regular intervals. Submission of an application to the State licensing board is not considered an active and verifiable State license or registration as a physician in training until such license or registration has been granted by the State licensing board and can be verified with the State licensing board on the website or through written documentation from the State licensing board. **Resident is solely responsible for ensuring the State license or registration as a physician in training is current and not expired.**
11. Complying with the scope of practice documents pertinent to the Program and obtaining an appropriate level of supervision for all patient care activities.
12. Timely paying all financial obligations to the University and returning any University or affiliate property at the end of training (e.g. pagers, keys, etc.). Residents agree that, in the event they have 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 this Contract, all GME policies including but not limited to the Housestaff Handbook and all requirements, policies, and procedures of the University and its affiliates.
14. Providing the GME Office with written notification of any change in status that may affect Resident's

status or ability to perform in accordance with the terms of this Contract, including but not limited to education, license, visa, and fitness for duty.

15. Report any convictions that occur during the Resident's employment in accordance with [USF Policy 0-615](#).
 16. Demonstrate and maintain authorization to work in the United States without interruption.
 17. Demonstrate fitness for duty including a health assessment, background check, and drug screen and periodically undergo re-testing/screening and other testing and screenings as may be deemed appropriate by University and its affiliates.
 18. Failure to pass USMLE Step III prior to April 1 of the PGY-2 year will result in non-renewal of the Resident's appointment for the PGY-3 year.
- B. Duration of Appointment: While it is generally anticipated that Residents who have met all requirements of their Program and conducted themselves appropriately will be allowed to complete the Program to which they were accepted, this Contract is for a maximum of one (1) year. Appointments may be renewed annually and continued retention in the Program depends on satisfactory performance/training progress, including adherence to acceptable professional behavior, as well as the continuation of requisite funding for the Program and the best interests of the Program. A Resident's reappointment and progression to more advanced levels will be based on the results of periodic reviews of the Resident's educational and professional achievement, competence and progress as determined by the Program Director and teaching faculty. However, no appointment shall create any rights, interests, or expectancies of continuation beyond the term of the appointment itself. At the completion of each academic year, performance will be reviewed and the recommendations for continuation communicated by the Program Director or designee. Unsatisfactory progress or performance may result in academic probation, non-promotion, suspension, dismissal or nonrenewal. In addition, acceptance into an initial residency at the University does not ensure acceptance into subsequent advanced training programs, nor does it ensure transfer into another training program at the University.
- C. Compensation: The University agrees to compensate the House Officer during the above appointment period under this Contract at the rate of **«Comp Amt»** per annum. All Residents will receive financial support from the University as stipulated in this 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 Morsani College of Medicine Dean or his designee ([GME Policy 200](#)). All Residents are offered the same benefits package (see I.2.).
- D. Conditions for Re-appointment: Each Resident shall be evaluated according to the requirements set forth in the ACGME Common Program Requirements (Section V) in addition to the USF GME Evaluation Policy ([GME-206A](#)). Promotion to the next level of training is determined by the training program criteria for promotion and renewal ([GME-206](#)). In order to be re-appointed for the next year of residency training, a Resident must be in good standing with the University. Re-appointment requires satisfactory progress in the Program, Program-specific continuing education as required, State license or registration as a physician in training, BLS/ACLS/PALS/NRP/ATLS certification, and passage of USMLE Step 3 prior to the PGY-3 year. Re-appointment is subject to approval by the Program Director and Designated Institutional Official (hereinafter "DIO").

- E. Continuation: House Officer agrees and understands that continuation in the Program is dependent upon satisfactory performance in accordance with professional and patient care standards, Program criteria, the criteria and requirements of the Accreditation Council for Graduate Medical Education (“ACGME”), and compliance with the conditions and requirements of this Contract.
- F. Grievance and Due Process Procedures: Residents are provided full protection against unfair treatment through a formal grievance procedure. Specific directions for filing a grievance are found in the Housestaff Handbook and GME Policies. 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 ([GME Policy 228](#)). Due Process procedures and the right of the Resident to initiate the appeal procedures are contained in the Corrective Action, Discipline, and Due Process Policy ([GME Policy 218](#)).
- G. Physician Impairment and Substance Abuse: The University and its affiliates are Drug Free Workplaces. No Resident may report to work while under the influence of illegal drugs and/or alcohol. Physician impairment and substance abuse will be handled in accordance with the Housestaff Handbook and the GME Physician Impairment and Substance Abuse policy ([GME Policy 304](#)).
- H. Policies on Gender or Other Forms of Harassment: The University publishes specific guidelines and policies regarding all forms of harassment. These guidelines and policies are consistent with state and federal laws and rules. 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. Residents with knowledge of harassment are encouraged to promptly report such activity to the Office of the Dean of the University's College of Medicine, the Office of GME, their Program Director or the USF Ethics Point Hotline at: <https://secure.ethicspoint.com/domain/media/en/gui/14773/index.html?locationid=-1>
- I. Insurance:
1. Liability coverage: Pursuant to § 768.28, Fla. Stat., state employees (such as USF College of Medicine faculty and residents) may not be held personally liable or named as a party defendant in professional malpractice suits for damage suffered as a result of any negligent act in the scope of their employment or their educational program, except in a few limited circumstances (*e.g.* intentional harm or reckless disregard of patient safety). In light of the benefits of immunity provided by law, Residents, while performing their duties must identify themselves at all times as University Residents. Accordingly, Residents must wear their University-issued ID badge at all times while participating in the Program. SIP does not cover moonlighting or any activities outside of the University Resident trainee appointment. Professional liability protection for incidents occurring outside the scope of a Resident's University function is not provided. Please refer to the [Housestaff Handbook](#) for additional information or [GME Policy 211](#).
 2. Health, Disability, and Life Insurance. Benefits eligibility begins on the first date of the Program. As a component of their benefits, all Residents are offered the disability, life and comprehensive health insurance plan obtained for the University's College of Medicine GME program. Residents should refer to the [Housestaff Handbook](#) to familiarize themselves with the conditions of these plans, including but not limited to: deductibles; co-payments for non-participating physicians/institutions; and benefits for dependents.
 3. Other Benefits: Other benefits such as retirement, vision, and dental are detailed in the [Housestaff Handbook](#).
- J. Leave Policies: A comprehensive leave policy is outlined in the [Housestaff Handbook](#) and [GME Policy](#)

215.

1. Effect of Leave on Program Completion: Approved annual leave and sick leave are within the current requirements of all certifying agencies. Residents anticipating the need to request additional leave, compensated or uncompensated, should discuss the impact on their Program completion prior to commencing the additional leave. Repeat of training and/or make up time required to fulfill criteria for completion of residency is determined by the Program Director consistent with the standards of the American Board of Medical Specialties (ABMS), <http://www.abms.org>. Residents are not automatically entitled to additional training beyond the prescribed amount in order to meet board requirements.
- K. Requirements for Board Certification: Each Board of the ABMS has individual requirements that Residents should become familiar with. A summary of each set of Board requirements is available in the AMA publication "Graduate Medical Education Directory," which is published each year and which is available in your Program Director or coordinator's office. In addition, important information regarding requirements and applications is available on the <http://www.abms.org/> website, with links to the individual websites for each Board. Listed on the website is a brief summary of the current requirements. Please note that many Boards have a requirement for a minimum number of weeks worked for a year of training to qualify for Board Certification. A Resident who is concerned about his or her eligibility should meet with the Program Director and/or contact the appropriate Board for information.
- L. Clinical Work and Education Hours (Duty Hours): Residents will not work more than (80) hours per week (averaged over a four (4)-week period, depending on specialty), inclusive of all in-house call activities and all approved moonlighting. Residents must be scheduled for a mandatory 24 hours off per 7-day period free of duty every week (when averaged over a four (4)-week period, depending on specialty). At home call cannot be assigned on these free days. Residents/fellows are required to log their work hours online at least monthly, no later than the 5th day of the following month. For complete Duty Hour rules refer to the USF GME Policy on Clinical Experience and Education Work Hours of Residents: [GME Policy 208](#).
- M. Moonlighting and Outside Activities: House Officers are not required to engage in Moonlighting. House Officers may not accept employment or engage in moonlighting or outside activity, compensated or uncompensated, which may interfere with the full performance of clinical responsibilities, interfere with house officer achievement of the educational goals or objectives, or adversely affect patient safety. Moonlighting or outside activity must be within the limits of the ACGME-mandated workweek. Any proposed moonlighting or outside professional activities must be reported in writing to and approved in advance by the Program Director and the DIO using the approved Moonlighting/Outside Activity Request Form and reported in the USF e-Disclose system, ([GME Policy 208-A](#)). The University's Self Insurance Program does NOT provide liability protection for Residents participating in moonlighting. PGY-1 residents are not permitted to moonlight.
- N. Counseling and Psychological Support Services: A Resident Assistance Program (RAP) is provided to all Residents as a benefit of their participation in the Program. Services include rehabilitation, alcohol and drug abuse, grief and loss, financial, and other counseling. Residents are advised to consult the Housestaff Handbook for a full description of this benefit. Currently, eight (8) visits per year are prepaid. More information is available in the [Housestaff Handbook](#), [GME Policy 227](#), or the [RAP website](#).
- O. Residency Closure/Reduction: 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 assist the Residents in identifying a program in which they can continue their education ([GME Policy 217](#)).

- P. Complete Contract: This Contract is contingent upon the completeness and accuracy of the appointment documents prepared and submitted by you. Falsification of any of the appointment documents, or failure to meet eligibility requirements constitutes cause for non-appointment or termination. This contract constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties. Incorporated herein are policies that govern University Residents. In signing this Contract, you agree to fully comply with all such policies and provisions and indicate your acceptance of this position. The University may unilaterally modify its policies and procedures, or the [Housestaff Handbook](#) at any time. This Contract may be unilaterally amended to comply with ACGME Standards, Medicare/Medicaid billing or eligibility requirements or any applicable state or federal law or regulation.

By signing below, I agree to the terms of this contract. In addition, I attest that I have reviewed the [Housestaff Handbook](#) and [GME Policies and Procedures](#) as published on the [GME website](#).

House Officer

Program Director

Cuc Mai, M.D.
Sr. Associate Dean, Graduate Medical Education
Designated Institutional Official (DIO)