

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

HOUSE OFFICER CONTRACT

2018-2019

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 the University of South Florida Morsani College of Medicine), (hereinafter "University"), and <<firstname>> <<lastname>> (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 PGY-<<pgy>> in the Specialty, <<program>>, from <<startdate>> through <<enddate>> (hereinafter "Contract Year").

University strives to maintain a competitive, 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 the Housestaff Handbook, GME policies, or requirements of the relevant certifying board may result in a revocation, termination, or non-renewal of the Contract.

- 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.

Residents' responsibilities include:

1. Developing a personal program of self-study and professional growth with guidance from the teaching staff.
2. 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.
3. Participating in all the educational activities of the Program and, as required, assuming responsibility for teaching and supervising other students and residents.
4. Participating in all required orientations, continuing education, and safety seminars at USF and affiliated institutions.
5. Maintaining current ACLS/PALS/NRP/ATLS certification, as applicable.
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 its'

affiliates.

7. Participating in institutional committees and councils, especially those that relate to patient care review activities and residency oversight activities.
 8. 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 the 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.
 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. Recording duty hours according to GME policy.
 11. Limiting moonlighting, employment outside of residency responsibilities, to that which is approved in writing by the Program Director and within the limits of ACGME Mandated Workweek. PGY-1 residents are not allowed to moonlight.
 12. Timely paying 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 this Agreement, all GME policies & procedures including but not limited to the Housestaff Handbook and all requirements, policies, and procedures of the University and its' affiliates.
 14. Providing the Office of Graduate Medical Education 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. Demonstrate and maintain authorization to work in the United States without interruption.
 16. Demonstrate fitness for duty including a pre-employment health assessment, background check and drug screening, and periodically undergoing other testing and screenings as may be deemed appropriated by University and its' affiliates.
 17. House Officer must pass the USMLE Part 3 before beginning the PGY-3 year. House Officer must meet this requirement to maintain good standing in the program.
- B. Duration of Appointment: While it is generally understood that efforts will be taken to assure that a resident 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 (1) 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.
- C. Compensation: The University agrees to compensate the House Officer during the above appointment period under this Contract at the rate of <<compensation>> per annum. All residents will receive financial support from the University as stipulated in their applicable 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. All residents will receive the same benefits package.

- D. Conditions for Re-appointment: 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 training program, program-specific continuing education as required, active training license and ACLS/PALS certification. Re-appointment is subject to approval by the Program Director and Designated Institutional Official (hereinafter "DIO"). Residents who are not re-appointed have full rights of appeal as described in the Housestaff Handbook and GME Policies and Procedures.
- E. 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 and patient care standards, the criteria of his/her Program, the criteria and requirements of the Accreditation Council for Graduate Medical Education ("ACGME"), and compliance with the conditions and requirements of this Contract, University Policies and Procedures, GME Policies and Procedures and the Housestaff Handbook. University Policy and Regulations can be found on the University website at <http://regulationspolicies.usf.edu/regulations-and-policies/regulations-policies-procedures.asp>. GME Policies and Procedures and the Housestaff Handbook can be found on the [GME website](http://health.usf.edu/medicine/gme/) at <http://health.usf.edu/medicine/gme/> and are incorporated herein by reference. 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, professional 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 Housestaff Handbook and GME Policies and Procedures. The University agrees that the adjudication of any House Officer complaints and grievances related to actions that 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 Housestaff Handbook and GME Policies and Procedures.
- F. 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 Housestaff Handbook and GME Policies and Procedures. 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. The Office of GME will provide assistance to residents seeking to file a grievance in a fair and impartial manner.
- 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.
- H. Policies on Gender or Other Forms of Harassment: The University's Morsani College of Medicine and Office of GME publishes specific guidelines and policies regarding all forms of harassment. These guidelines and policies are consistent with the rules and policies of the University and 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, or their Program Director.

I. Insurance

1. Liability coverage is provided in an amount equivalent to that provided to the faculty physicians of the USF Morsani College of Medicine through the USF Health Self-Insurance Program (SIP). All residents are provided with legal defense and protection through SIP for any action brought against the USF Board of Trustees regarding the resident's alleged care and treatment of patients pursuant to Florida Statutes Section 728.28 during the course of their training as well as afterward, i.e., tail coverage, for alleged acts or omissions occurring during and within the scope of their University resident trainee appointment and educational program. This does not cover moonlighting or any activities outside of the University resident trainee appointment. Professional liability protection for residents for incidents occurring outside the scope of their University employment or function is not provided.
2. Health, Disability, and Life Insurance. Benefits begin on the first date of employment. As a component of their benefits, all residents participate in 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.

J. Leave Policies:

1. Annual Leave: All residents will receive a total of fifteen (15) work-days of annual leave. Leave allowance is pro-rated for trainees beginning off-cycle. Vacation leave must be requested and approved at least thirty (30) days in advance by the Program Director or within program specific guidelines. Granting of all leave is at the discretion of the Program Director, considering the availability of housestaff and needs of the University and its' affiliates as the patient care. Consideration of leave requests submitted less than thirty (30) days in advance is at the discretion of the Program Director. All leave is to be used during the year it is accrued, and may not be carried over from one academic year to the next. No payment for unused leave days will be made upon terminating a program. Leave cannot be guaranteed or reserved for the last two weeks in June.
2. Sick Leave: Residents will each be allocated nine (9) workdays of sick leave at the beginning of each appointment year, and these cannot carry forward beyond the appointment year. Leave will be pro-rated for residents who begin off -cycle. Sick leave is to be used in increments of not less than a full day for any health impairment that disables an employee from full and proper performance of duties, including illness caused or contributed by pregnancy, when certified by a licensed physician. Sick leave may be used in half-day increments as needed for personal medical appointments.
3. Sick Leave Pool: Residents can access a sick leave pool for extended sick leave because of medical needs of up to 90 days per academic year. Such use may be allowed only after exhaustion of accrued sick leave up to a maximum of 90 days of sick leave pool per individual, with the pre-approval of the Program Director and the GME Office. Sick leave pool is not intended to be used for parental or maternity leave. A resident suffering a personal disability necessitating use of sick leave without prior approval must notify the Program Director as soon as possible. Unused sick leave will not be paid upon termination.
4. Maternity/Paternity Leave of Absence: Each resident is allowed up to 10 workdays of compensated maternity/paternity leave for the birth or adoption of a child. Time must be used

within 90 days of the birth or adoption event. Residents must apply for maternity/paternity leave in advance and obtain approval from their Program Director and the GME Office.

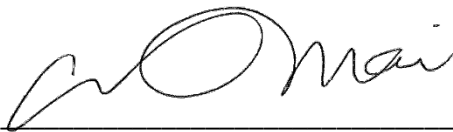
5. Bereavement Leave of Absence: In the event of death in the immediate family, the House Officer may be granted three (3) days of Bereavement Leave in order to attend the funeral and assist in estate settlement. For purposes of this policy, immediate family includes spouse, domestic partner, child or step-child, parent or step-parent, brother, sister, grandparent, grandchild. A miscarriage is included in this definition of death in the immediate family. The House Officer is required to notify and obtain approval for Bereavement Leave from the Program Director and the GME office.
6. Military Duty: Military leave will be granted for active duty training in the United States armed forces, reserves, or National Guard not to exceed seventeen (17) calendar days per year. Residents on active duty training are compensated by the military and are not paid by the University during this period; however, benefits continue. Residents who are called to active duty are not compensated by the University and receive no ongoing benefits. Re-admittance to the training program after completion of active duty may require formal application and selection. Please see the [Leave policy](#) for additional details on Military Leave. (<http://health.usf.edu/~media/Files/Medicine/GME/policies/leave-of-absence-gme-215.ashx?la=en>).
7. Holidays: Residents do not automatically get holidays as a day off work. A trainee must request a holiday off as part of their annual leave allotment unless the facility or rotation where he/she is assigned is closed and they are not reassigned by the program. If the facility or clinic is closed and the program does not reassign the duties then the time is not counted toward annual leave. Residents are expected to notify the program at the beginning of each academic year if they intend to be absent from a rotation. Residents absent for religious reasons will be given reasonable opportunities to make up any work missed. The program follows University policy <http://regulationspolicies.usf.edu/policies-and-procedures/pdfs/policy-10-045.pdf> and any resident who believes that he or she has been treated unfairly with regard to the above or University policy may seek review of a complaint through established by the University's Office of Diversity and Equal Opportunity or the Graduate Medical Education Office.
8. 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.
9. Family Medical Leave Act (FMLA): Residents may take up to a total of twelve (12) weeks leave under the Family Medical Leave Act (FMLA) if the resident meets the qualifications stated in the FMLA. All current, unused leave shall be used as continuing compensation during the FMLA leave. No other compensation is available. FMLA time will run concurrently with any paid or unpaid time taken, so as not to exceed a total leave time of no more than twelve (12) weeks, beginning with the first day of the qualifying event. If both parents are USF residents, a

combined total of 12 weeks of parental leave is allowed as prescribed by Family Medical Leave Act. To access information on the FMLA, please visit the Policies and Procedures section of the USF Human Resources webpage at <http://www.usf.edu/hr/benefits/attendance-leave/fmla.aspx>. Residents should discuss the impact on their program completion prior to commencing leave. Make up time or repeat of training may be required to fulfill criteria of the ABMS or AOA as determined by the Program Director.

- K. Duty Hours Limitation: 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 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. Duty periods of PGY-1 residents must not exceed sixteen (16) hours in duration. For complete Duty Hour rules refer to the USF GME Policy on Clinical Experience and Education Work Hours of Residents, No.: GME-208, (<http://health.usf.edu/medicine/gme/policies>). Residents/fellows are required to log their work hours online at least monthly, no later than the 5th day of the following month. Residents/fellows will receive an e-mail in their designated e-mail accounts which will supply them with the direct link to complete work hours.
- L. Moonlighting and Outside Activities: House Officers are not required to engage in Moonlighting. House Officers may not accept employment or engage in 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. Any proposed outside professional activities must be reported in writing to and approved in advance by the Program Director and the DIO for GME using the approved Moonlighting Request Form, ([USF GME Moonlighting Policy](#)). The University's Self Insurance Program does NOT provide liability protection for residents participating in moonlighting. PGY-1 residents are not permitted to moonlight.
- M. Counseling and Psychological Support Services: A Resident Assistance Program (hereinafter "RAP") is provided to all residents as a benefit of their employment by the University. 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, three (3) visits per year are prepaid. More information is available in the Housestaff Handbook.
- N. 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 make every effort to assist the residents in identifying a program in which they can continue their education.
- O. 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 or any applicable law or regulation.

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House Officer

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Program Director

A handwritten signature in black ink, appearing to read "Cuc Mai". The signature is fluid and cursive, with a large loop for the letter 'C' and a distinct 'mai' at the end.

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