

**UNIVERSITY OF NEBRASKA COLLEGE OF MEDICINE
HOUSE OFFICER AGREEMENT
2008-2009**

THIS AGREEMENT between the Board of Regents of the University of Nebraska, governing body for the University of Nebraska Medical Center College of Medicine (UNMC) and the house officer has been executed and entered into this first day of July, 2008 and shall be effective from July 1, 2008, through and including June 30, 2009. Except as otherwise set forth in this agreement, the benefits, terms, and conditions of employment of the house officer shall be those set forth in the rules and policies covering "other academic staff" as defined in paragraph 3.1.1.2 of the Bylaws of the Board of Regents of the University of Nebraska. House officers should observe the standards of behavior customary in the hospital to which they are assigned. UNMC and the undersigned house officer hereby agree as follows:

1. Acceptance. The house officer wishes to obtain further training in the art and science of medicine. The house officer will enroll in the UNMC College of Medicine as a

2. Responsibilities: The house officer agrees to obtain and maintain the appropriate Nebraska license or permit to practice medicine while participating in this graduate medical education program. The house officer agrees to participate fully in patient care, and educational programs including the teaching and supervision of the house officers and students. The house officer agrees to adhere to the established practices, procedures, and policies of the institution and to develop a personal program of self-education and professional growth under the guidance of the teaching staff. The UNMC College of Medicine, through its administration and teaching faculty, agrees to use its best efforts to meet or exceed the guidelines relating to house officer education as set forth in the Essentials of Accredited Residencies established by the Accreditation Council for Graduate Medical Education and to provide supervision of house officers' educational experiences. The terms and conditions set forth in this agreement are subject to reasonable rules as established by the accrediting bodies for each training program.

3. Salary: Salary for the academic year beginning July 1, 2008, and ending June 30, 2009, shall be \$_____.

4. Determination of Salary Level: House officer salary at the time of appointment is based on the number of prior years of ACGME recognized residency training. Credit towards an advanced house officer level may be given for no more than one year of education outside of the specialty the house officer is entering and only if the training fulfills board requirements of that specialty. House officers who enter an advanced fellowship position following residency training outside the U.S., will start at the level defined by the minimum prerequisite training for that fellowship, regardless of their years of prior training abroad. For the purpose of determining salary level, a chief resident year done after the required training is completed will be counted as a year of training provided the house officer is entering a subspecialty in the same discipline.

5. Insurance Benefits: As employees of UNMC, house officers may participate in benefits offered to employees such as health, vision, long-term care, and dental insurance, automatic eligibility disability insurance, term life insurance, supplemental accidental death and dismemberment insurance and reimbursement accounts for health care and dependent care.

6. Vacations: The house officer shall have four weeks (twenty working days) of paid vacation per year provided that such vacation days shall not include more than eight weekends. Vacation for house officers employed less than one year will be pro-rated. The maximum vacation that may be accrued is six weeks (30 working days). House officers shall be reimbursed for unused vacation time upon termination of employment. House officers may have up to five days of leave with pay for approved professional or educational meetings.

7. Scheduling Professional Leave or Vacations: Professional meetings and vacation days must be scheduled to assure coverage in accord with minimum staffing standards of the service to which the house officer is assigned. Vacation and meeting days shall be scheduled by delivering a notice in writing at least 30 days in advance of the beginning of the scheduled rotation to both the house officer's own program and the service to which the individual is assigned and from which leave is to be taken. Conflicts in scheduling of meetings or vacation days shall be resolved by the Office of Graduate Medical Education. Meeting or vacation days not scheduled in the manner described above may nevertheless be taken if approved in advance by the house officer's program and by the director of the service to which the individual is then assigned.

8. Sick Leave: As employees of UNMC, house officers are eligible for family leave, funeral leave, military leave, sick leave, and civil leave as set forth in the Medical Center Policies. House officers shall accumulate one day sick leave per month for the first two years of employment; thereafter the provisions applicable to full time permanent academic-administrative staff, as set forth in Section 3.4.3.3. of the Bylaws of the Board of Regents of the University of Nebraska, shall apply.

9. Effect of Leave on Completion of Educational Program: In some circumstances, the amount of allowable leave may exceed the amount allowed by the program requirements or by the specialty board requirements to receive credit for a full year of training. Thus, additional training may be required to meet certification or program requirements, as outlined in your program's policies, if applicable. Details regarding specialty board availability can be found at the board's web site and also through a link on the Nebraska GMEC Office website.

10. Sexual Harassment: UNMC works to maintain an environment free of sexual harassment. A detailed policy concerning sexual harassment is contained in the UNMC policies & procedures manual and is reprinted in the Housestaff Manual.

11. Impaired Physicians and Substance Abuse: The policy on impaired physicians is provided in the Housestaff Manual.

12. Accommodation for Disabilities: The policy on accommodation for disabilities is provided in the Housestaff Manual.

13. Counseling Services: Counseling and psychological support assistance are available free of charge through the UNMC Student Counseling Center. The policy regarding counseling services is contained in UNMC policies and procedures manual and is reprinted in the Housestaff Manual.

14. Professional Activities Outside of Training Program: The house officer shall be permitted to engage in outside medical practice provided such practice does not interfere in any way with the responsibilities, duties, and assignments of the training program and is approved in advance by the Associate Dean for Graduate Medical Education and the house officer's program director. Application for approval for each engagement shall be made in writing in advance of the starting date of such practice to the Office of Graduate Medical Education and shall be approved or disapproved in writing. This signed statement of permission will be kept in the house officer's permanent file. Such approval once given shall be subject to withdrawal if it is determined to interfere with the responsibilities, duties and/or assignments of the training programs conducted by the College of Medicine. If approval is withdrawn, the house officer shall be notified in writing as soon as is reasonably possible after the decision is made, but before the effective date of the practice activity. All house officers engaging in outside medical practice must have a full practice license in the state in which they are working. House officers cannot be required to participate in outside practice. House officers with a J1 visa are not permitted to engage in outside medical practice. Outside practice at all major affiliated hospitals is subject to College of Medicine work hour policies. No house officer can be required to engage in moonlighting.

15. Professional Liability Insurance: UNMC provides professional liability insurance, including tail coverage. This policy covers the house officer while providing patient care either as a part of the training program or as outside medical practice that has been approved according to paragraph 14 above. Details of the malpractice coverage are on the card provided to all new house officers at orientation and also available at the Graduate Medical Education Office

16. Call Rooms and On Call Meals: UNMC will ensure that call rooms are provided for house officers assigned to in-house call duty. The facilities so provided shall be approved by the Associate Dean for Graduate Medical Education and shall, at a minimum, include bed, bath and toilet facilities, a writing desk, and a phone. Meal allowances for up to \$6.00 for the evening meal and \$4.00 for breakfast will be provided for those house officers required to be in-house overnight at the Nebraska Medical Center.

17. Required Off-Campus Training: When off-campus training within the State of Nebraska is required as part of the training program of any house officer, and conditions require the house officer to reside at a place other than their regular residence, then UNMC shall provide a suitable residence. The residence shall be approved by the Office of Graduate Medical Education and shall provide, at a minimum, a bed, bath and toilet facilities, a writing desk, and a phone. In the event off-campus training is required within the State of Nebraska as part of a house officer's training program at locations more than 25 miles from the UNMC campus, or for those based at Lincoln, 25 miles from the Family Practice Center, and conditions require the house officer to use a personal vehicle in order to reach such location, then the house officer shall be reimbursed for mileage to the extent provided under current UNMC policy. In the event the training program is one where lodging is provided, reimbursement shall be granted for one trip to and from the location and an additional trip for each month of such off-campus training. If the off-campus training program does not provide lodging, the house officer will be reimbursed for daily travel to and from such location. The house officer shall be reimbursed in the manner and at the rate provided for in UNMC policy and procedures applicable thereto. This does not preclude reimbursement for other off-campus travel at the discretion of the department or program involved.

18. Work Environment and Duty Hours: The policy on work environment and duty hours is in the Housestaff Manual. Accurate reporting of duty hours is important to program planning as well as patient care and safety. Misreporting of duty hours is considered a breach of professional behavior and will affect academic performance evaluation.

19. Lab Coats and Laundering: The house officer shall be supplied with four long white coats at the beginning of training which shall be laundered at no charge to the house officer.

20. Committees and Councils: The house officer agrees to participate in UNMC and Nebraska Medical Center committees and councils to which they are appointed or invited.

21. Grievance Procedures: House officers who have a grievance regarding terms of this agreement should first attempt to resolve the grievance through his program director. If a satisfactory solution is not found they may ask the Associate Dean for Graduate Medical Education in conjunction with the Graduate Medical Education Committee to resolve the problem. If this does not produce a satisfactory solution, a house officer grievance committee may be convened. Membership on the grievance committee shall be appointed by the Dean, College of Medicine, and shall include three house officers and three faculty members. The grievance committee shall have the following powers and duties:

- A. To establish its own rules of procedure in accordance with the Bylaws of the Board of Regents.
- B. To consider a complaint filed by any house officer alleging any grievance.
- C. To seek to settle the grievance by informal methods of adjustment and settlement, either itself or by using the services of any officer or body directed to settle grievances and disputes by mediation, conciliation, or other informal methods.
- D. To proceed, if informal methods fail to resolve the matter satisfactorily, in accordance with the following principles:
 1. If the grievance alleges that inadequate consideration was given to relevant matters by the person or body which took the action or made the decision which led to the grievance, the Grievance Committee shall investigate the facts, and, if convinced that inadequate consideration of the relevant matters occurred, state the facts found and the respects in which the consideration was inadequate. The committee may order that the matter be reconsidered by the appropriate person, group, or groups, or recommend that other rectifying actions be taken.
 2. The Grievance Committee shall not substitute its judgment on the merits for that of the person, group or groups which previously considered the decision.
 3. The committee shall not have the authority to modify any of the provisions of this agreement.
 4. The recommendations of the committee shall be reported in writing to the Dean, College of Medicine.

22. Unsatisfactory Performance: Unsatisfactory academic or professional performance or a breach of the terms of this agreement or of the Bylaws of the Board of Regents shall be sufficient grounds for termination of this agreement by UNMC. If it is determined by the appropriate dean, director, or department chairman that sufficient grounds exist for termination of this agreement, then written notice shall be given to the house officer specifying the facts constituting grounds for termination and the effective date of termination. The house officer so notified shall have the right to file an appeal under the house officer appeal procedure described in the Housestaff Manual. It is expressly agreed that termination of this agreement in accordance with the terms of this paragraph shall have the effect of academic dismissal of the house officer.

23. Appeal Procedure: House officers may also appeal an unsatisfactory written evaluation of academic performance that does not lead to termination of this contract by following the procedure described in the house officer appeal procedure. The parties expressly agree that the house officer appeal procedure referred to in paragraph 22 shall apply to termination or nonrenewal prior to completion of the training program, notwithstanding contrary provisions in other policies and procedures of the University relating to termination of employment or academic dismissal.

24. Appointment and Advancement: This agreement shall be for the period commencing July 1, 2008 through and including June 30, 2009. Reappointment to succeeding years of training will depend on the house officer's satisfactory academic and professional performance, the availability of funding, and continuation of the training program. If the appropriate department decides that the house officer's agreement shall not be renewed prior to the house officer's completion of the training program, written notice of nonrenewal specifying the reason for nonrenewal shall be given to the house officer. The house officer shall have the right to file an appeal under the house officer appeal procedure.

The house officer must pass USMLE Step 2 or COMLEX Exams to advance to the HO II level and must pass USMLE Step 3 or COMLEX Exams or Part II of the Medical Council of Canada Qualifying Exam to advance to the HO III level. House officers who do not meet these requirements will be placed on unpaid leave for a maximum of 6 months in order to prepare for and pass the exam. Failure to pass the required examination by the end of this leave period will result in dismissal from the program. The house officer's program director may apply to the GMEC for a one-time extension of the requirement for a period of 6 months or less. The letter must present compelling reasons for the extension and must be co-signed by the house officer. At the end of the extension, if the requirements are not met, the house officer will go on unpaid leave and must pass the test within 6 months as above. Until the requirements are met, the house officer will not advance in pay level.

25. Certificate: A certificate of service will be provided for house officers who leave after twelve months or more of service. The certificate will list only those degrees conferred by previous educational institutions.

26. Program Reduction or Closure: The policy regarding program reduction or closure is contained in the Housestaff Manual.

27. Restrictive Covenants: The University of Nebraska Medical Center has no restrictive covenants relative to practice or employment of house officers after completion of postgraduate training.

28. Non-discrimination: UNMC shall not discriminate against any house officer for employment or registration of its course of study because of race, age, color, religion, sex, national origin, handicap, special disabled veteran status, or Viet-Nam era veteran status. UNMC agrees to comply with the Educational Rights and Privacy Act of 1974 governing access to student records.

All employer rights, powers, discretions, authorities and prerogatives are retained by and shall remain exclusively vested in the Board of Regents of the University of Nebraska and the University of Nebraska Medical Center except as clearly and specifically limited by this agreement.

Executed this _____ day of _____ 2008.

House Officer

Board of Regents of the University of Nebraska

By: Department Chair

Robert S. Wigton, M.D., Associate Dean
Graduate Medical Education