

Name of House Officer: **SAMPLE CONTRACT**

**UNIVERSITY OF NEBRASKA COLLEGE OF MEDICINE
HOUSE OFFICER AGREEMENT
2022-2023**

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, 2022 and shall be effective from July 1, 2022, through and including June 30, 2023. 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 are required to be in compliance with the policies and procedures 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 Program Requirements 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, 2022, and ending June 30, 2023, shall be _____

HO I	\$61,358
HO II	\$63,629
HO III	\$66,222
HO IV	\$68,583

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 a 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 outside the United States. 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 are encouraged to use their vacation but in the event that clinical demands prevent it, house officers shall be reimbursed for unused vacation time (up to 30 days) upon termination of employment.

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. House officers may have up to five days of leave with pay per year for approved professional or educational meetings. 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 UNMC Policies. House officers shall accumulate one day sick leave per month for the first two years of employment as a house officer at UNMC; thereafter house officers receive 1,040 hours of sick

Name of House Officer: SAMPLE CONTRACT

leave at the beginning of their third year of employment and may be used according to UNMC Policies. Notwithstanding any limitation referenced in this paragraph, an additional allotment of paid medical, parental or caregiver leave may be available to all house officers under the UNMC Family Medical Leave Policy.

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. Non-Discrimination and Prohibited Harassment: UNMC promotes equal educational and employment opportunities in an academic and work environment, free from discrimination, and/or harassment. UNMC does not discriminate, based on race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation in its programs, activities, or employment. A detailed policy 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. More information is reprinted in the Housestaff Manual.

14. Professional Activities Outside of the Training Program: House officers may engage in medical practice outside of their residency program provided such practice does not interfere in any way with the responsibilities, duties, and assignments of the training program and the house officer is in compliance with the following requirements.

To moonlight, the house officer must:

- a. Be in the PGY-2 year or above
- b. Not be on a J-1 visa
- c. Be in good academic standing within their training program
- d. Have a full medical license in the state in which they are planning to work

Outside practice (moonlighting or locum tenens) must be approved in advance by the house officer's program director. The house officer must apply in writing to the program director before the starting date of the outside practice. The director will approve or disapprove the proposed outside practice in writing and the signed statement of permission will be kept in the house officer's permanent department file and a copy will be kept in the Graduate Medical Education Office. Such approval, once given, shall be withdrawn if it is determined that the outside practice interferes with the responsibilities, duties, or assignments of house officer's training program. If approval is withdrawn, the house officer shall be notified in writing as soon as possible, but before the effective date of the practice activity. House officers cannot be required to participate in outside practice. Outside practice includes all moonlighting/locum tenens done in affiliated (internal moonlighting) or non-affiliated hospitals or outpatient practice. All outside practice is subject to College of Medicine duty hour policies. The house officer must keep a log of the hours during the outside practice and enter the times into the departmental duty hour record or present the log to the present director.

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 are 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 overnight call duty. The facilities so provided shall be approved by the Office of Graduate Medical Education and shall, at a minimum, include bed, bath and toilet facilities, a writing desk, and a phone. Meal allowances will be provided for those house officers, as determined by their program.

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 75 miles from the UNMC campus, or for those based at Lincoln, 75 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 at the rate provided under current UNMC policy for one round trip to and from the location. This does not preclude reimbursement for other off-campus travel at the discretion

Name of House Officer: SAMPLE CONTRACT

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 will be supplied with four lab coats at the beginning of training unless the house officer is enrolled in either a one or two year program, and then the house officer will be supplied with two coats. Coats are laundered without charge to the house officer.

20. Committees and Councils: The house officer agrees to participate in UNMC and Nebraska Medicine 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 their program director and chairman. 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. Termination. Unsatisfactory academic or professional performance or any other 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.

23. Appeal Procedure: The parties expressly agree that the house officer appeal procedure referred to in paragraph 22 shall apply to academic failure of a rotation, suspension, 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, 2022 through and including June 30, 2023. 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 3 or COMLEX Exams or Part II of the Medical Council of Canada Qualifying Exam to advance to the HO III level. For a house officer who does not meet this requirement, the house officer's program director may apply to the GMED for a one-time extension of the requirement for a period of 6 months or less. Until the requirement is met, the house officer will not advance to the HO III level. At the end of the extension, if the requirement is not met, the house officer will be dismissed.

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 educational institutions.

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

Name of House Officer: **SAMPLE CONTRACT**

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. Image Consent/Release: I hereby consent and authorize UNMC to take photographs or electronic images of me, and I authorize UNMC to use, reuse, copy, publish, display, exhibit, reproduce, and distribute such information technology in any educational or promotional materials or other forms of media, which may include, but are not limited to University or affiliate hospital publications, catalogs, articles, magazines, recruiting brochures, websites or publications, electronic or otherwise, without notifying me.

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 _____ 2022.

House Officer

Board of Regents of the University of Nebraska

By: Department Chair

Associate Dean
Graduate Medical Education

