

SAMPLE CONTRACT

This is not an executable agreement.

HOUSE OFFICER CONTRACT

This contract made and entered into by and between THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER (UMMC), and *First Name+ *Last Name+, *Title+ (APhysician≅);

WITNESSETH:

I. UMMC does hereby contract with and accept Physician as a postgraduate House Staff Officer at UMMC, Jackson, Mississippi (and/or at departmental facilities, clinics, hospitals thereunder) for the period beginning July 1, 2011 and ending June 30, 2012 at an annual rate of *\$Salary+, payable in pro-rated monthly installments at the close of the months of July through June, inclusive; provided, however, if and when during the period specified above, Physician serves at another hospital or institution with the specified concurrence and approval of UMMC, then, said other hospital or institution may be responsible for the direct payment to Physician for the services rendered and the time served and a pro-rata deduction may be made by UMMC from the amount to be paid as specified above; provided also, that if Physician is appointed and serves as Chief Administrative Resident by UMMC, then Physician=s pay shall be increased for the period so served in accordance with rates established for such service; and provided finally, that if Physician commences employment after the first of a calendar month, the first and last months= salary shall be pro-rated to reflect the actual number of days of work. Promotions occurring during the academic year will be recognized.

II. UMMC agrees further that:

1. It will provide an educational program for postgraduate training in keeping with established standards; reference to the UMMC House Staff Manual is hereby made for UMMC=s obligations as to responsibilities of Physician, conditions under which living quarters and meals are provided, leave, and duty hours.

2. It will administer Physician=s training program in accordance with the policies, rules and regulations of the Board of Trustees of Institutions of Higher Learning and the University of Mississippi.

3. At the time of termination of Physician's participation in an academic training program, UMMC will issue an appropriate record for all time satisfactorily completed.

4. Physician shall not be required to perform duties other than those related to the residency program.

5. Physician shall have all benefits of University employees and be protected from sexual harassment, as designated in the Handbook for Employees.

6. Disciplinary matters and grievances are primarily handled with the individual residency programs. Physician shall have the right of appeal as stated in the Handbook for Employees for matters related to employment, and general conduct; and shall have the right of appeal to the Graduate Medical Education Committee for all academic and medical matters.

7. Physician is covered for professional liability pursuant to the Mississippi Tort Claims Act for all duties related to official program rotations within the State of Mississippi.

8. Physician shall have access to appropriate and confidential counseling, medical and psychological services.

9. Physician will be provided the following: (a) an educational program regarding physician impairment, including substance abuse; (b) white coats and scrub suits (laundry is provided at the discretion of the departments); (c) employee discounts in the hospital dining room; and (d) support space for on-call activities, execution of patient care, educational endeavors and research efforts.

III. Physician agrees further that:

1. Physician will serve during the entire period stated above, will fulfill the educational requirements for the

program, and accepts the obligation to use best efforts to provide safe and effective patient care.

2. Physician will comply with laws, regulations, and requirements of the State of Mississippi, as to the practice of medicine and all laws, regulations and policies governing said UMMC, including UMMC Hospital Medical Staff bylaws, including, but not limited to, application for and maintenance of the appropriate license for the practice of medicine from the Mississippi State Board of Medical Licensure. Physician understands that regardless of the commencement date of this contract, Physician will not be permitted to commence employment until such time as Physician has been granted the appropriate medical license aforesaid.

3. Physician will consider the stated stipend and the experience and instructions received as sole compensation from University Hospital or affiliated institutions for all training program related activities and will not personally accept fees in any form for patients treated or seen as part of the prescribed training program.

4. Physician acknowledges that in Mississippi, it is illegal for residents with temporary or limited institutional medical licenses to engage in moonlighting for which unrestricted medical license is required. Further, Physician accepts and acknowledges that UMMC discourages moonlighting because such activity tends to interfere with the educational process and health of the physician-in-training.

IV. Both parties further agree that:

1. In accordance with the Mississippi Constitution (Article B, Section 213-A), UMMC is empowered to terminate this contract at any time for malfeasance, inefficiency or contumacious conduct by Physician.

2. Physician hereby accepts the employment herein above specified upon the terms and conditions herein stated.

3. Special clause for early contracts in advance of legislative appropriations and approval by the Board of Trustees, Institutions of Higher Learning: Contracts for house staff positions signed in advance of usual budgetary and approval processes are contingent upon subsequent legislative appropriations and Board of Trustees approval. These advance contracts reflect stipend rates which will be adjusted if and when new rates become effective.

4. UMMC reserves the right to terminate this contract and/or decrease the salary specified at any time by giving one month's notice to Physician in the event a state of financial exigency is declared by the Board of Trustees. Physician, when resigning voluntarily, shall give one month's notice in writing to UMMC.

5. Reappointment for additional years of training shall be based upon evaluation of the Physician's performance and availability of positions. If Physician does not commence the training program upon the first day of the regular academic year of UMMC, viz., July 1, and Physician does not exhibit sufficient competency to advance to the following year of residency, then UMMC may terminate this contract at the end of the academic year of the training program even if this contract states a later termination date. UMMC shall give Physician at least four (4) months written notice of an intent not to reappoint Physician to the next year of training, unless the event or events giving rise to such non-reappointment occur during the last four months of the academic year, in which case UMMC shall give Physician as much notice of non-reappointment as is reasonably allowable.

WITNESS our signatures, this the _____ day of _____, 2011.

UMMC:

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By: XXXXXXXXXXXX
Vice Chancellor for Health Affairs
for the Board of Trustees, Institutions of Higher Learning

By: XXXXXXXXXXXX
Associate Dean for Graduate Medical Education

Physician:

XXXXXXXXXXXX
Name: