

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
HOUSE OFFICER APPOINTMENT AGREEMENT

The University of Mississippi Medical Center (UMMC), offers, and the physician identified below (hereinafter referred to as (House Officer) hereby accepts, appointment as a Resident/Fellow/Intern under the following terms and conditions.

HOUSE OFFICER: **Name**

SPECIALTY/SUBSPECIALTY: **Program**

LEVEL OF TRAINING: Resident - **Level**

AGREEMENT TERM: **Dates**

ANNUAL STIPEND: **Amount**

This Agreement describes the principles which govern the UMMC graduate medical education (GME) programs sponsored by UMMC and your rights and obligations as a participant in the Program. Your signature at the end of the Agreement signifies your acceptance and agreement to the terms and conditions of your training/employment at UMMC. The term "House Officers" shall include physicians, or other graduates of a doctoral program who are enrolled in a Hospital sponsored training program as interns, residents or fellows.

1. TERMS OF APPOINTMENT

All House Officers are appointed for a period of one year. You acknowledge that this appointment is subject to your compliance with UMMC, Graduate Medical Education (GME), and applicable Department policies and procedures and is contingent upon:

- successful completion of the UMMC and Department appointment and/or reappointment process;
- fulfillment of the medical licensure requirements of the Mississippi Board of Medical Licensure;
- compliance with UMMC's pre-employment procedures prior the beginning of the term of this Agreement.

2. HOUSE OFFICER RESPONSIBILITIES:

The House Officer agrees to:

- Read, understand, and comply with the expectations, standards and obligations set forth in this Agreement.
- Cooperate fully with the Program and UMMC in coordinating Accreditation Council for Graduate Medical Education (ACGME) or Commission on Dental Accreditation (CODA) accreditation submissions and activities, as applicable including the legible and timely completion of patient medical/dental records, charts, reports, duty hours, statistical, operative and procedure logs, faculty and Program evaluations, and/or other documentation required by the ACGME, CODA, UMMC, Department, and/or Program and/or any other applicable accrediting body.
- Abide by the rules, regulations, procedures and policies of the Program, UMMC, and any hospital or other facility while on a rotation at such hospital or facility.
- Comply with the applicable GME and Program specific duty hour policies, including accurate reporting of duty hours.
- Comply with UMMC's policies and procedures regarding confidentiality of medical records and patient information, including policies restricting access to medical records.
- Develop a personal program of self-study and professional growth with guidance from the teaching staff.
- Comply with institutional requirements for vaccinations and tuberculosis testing.
- Participate in all training mandated by UMMC.
- Provide patient care, under appropriate supervision, as assigned by the Program director or his/her designee, consistent with the educational goals of the Program and the highest standards of patient care.
- Participate fully in the educational activities of his/her respective Program and, as required, assume responsibility for teaching and supervising other residents and students.
- Participate fully in the educational and scholarly activities of the Program as specified by the Program director, including attendance at didactic conferences, and other responsibilities which may include a research project, completion of examinations, maintenance of procedure logs, or other items.

3. UMMC RESPONSIBILITIES:

UMMC agrees to:

- Provide a training program that meets the standards of the Institutional and Program Requirements of the ACGME or CODA, as applicable, and/or that is accepted by the relevant specialty American Board.
- Payment of a stipend in regular installments, subject to UMMC payroll policies,
- Use reasonable efforts, within available resources, to provide the House Officer with adequate and appropriate support staff and facilities in accordance with federal, state, local, and ACGME or CODA requirements, as applicable.
- Orient the House Officer to the facilities, rules, regulations, and policies of UMMC and the Institutional and Program Requirements of the ACGME or CODA, as applicable.
- Provide the House Officer with appropriate and adequate faculty and staff supervision for all educational and clinical activities.
- Maintain an environment conducive to the health and well-being of the House Officer.
- Evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the House Officer on a regular and periodic basis. The Program Director shall present to and discuss with the House Officer a written summary of the evaluations at least once during each six (6) month period of training and/or more frequently if required by the Program, consistent with the GME policy on Evaluation, Promotion, and Dismissal of House Officers.
- Orient the House Officer with UMMC sexual harassment and/or other harassment policies and a mechanism for reporting and investigating incidents.
- Provide a written policy regarding physician impairment, including substance abuse, and inform the House Officer of GME/UMMC policies for handling physician impairment, including impairment relating to substance abuse.
- Allow access to information related to eligibility for specialty Board Examination. The residency/fellowship program accreditation standards and the board certification standards for all programs are available from several resources. The American Board of Medical Specialties has a website (<http://www.abms.org>) which contains information on what board certifications are required to enter each program offered at UMMC. The individual Program offices also maintain copies of the program accreditation standards and board certification requirements.

4. REQUIREMENTS FOR PROGRAM PARTICIPATION:

- A. Licensure: All House Officers must have either: (1) a full Mississippi license; or (2) a limited Mississippi license prior to the date of appointment or the commencement date of the Program. All new House Officers must provide proof of a valid license. House Officers may not work until the GME Office has been able to confirm current licensure directly with the Mississippi Board of Medical Licensure. It is the House Officer's responsibility to provide copies of information, materials and documents required for licensure to the GME Office.
- B. ECFMG Certificate: All graduates of international medical schools must submit a copy of a valid Educational Council for Foreign Medical Graduates (ECFMG) Certificate as evidence of passing the ECFMG or the United States Medical Licensing Examination (USMLE) and English test.
- C. House Officers must have successfully cleared all UMMC onboarding requirements prior to orientation or program start.

5. BENEFITS:

- A. Leave: House Officers are entitled to the same paid time off, medical leave and leaves of absence as all UMMC employees during each term of this Agreement. The details of these benefits are set forth in UMMC Faculty and Staff Handbook.
<https://umc.edu/common/files/institutional%20files/facultystaffhandbook.pdf>
Absences may affect the House Officer's ability to satisfy the ACGME and American Board requirements for completion of a residency program.
- B. Health, Life, and Disability Insurance: House Officers are eligible for health insurance benefits starting on their first day of employment. House Officers are eligible for other benefits, such as dental/vision/disability starting 30 days after the date of hire. Completed forms must be returned in a timely manner in order to ensure receipt of benefits.
- C. Counseling, Medical, Psychological Support Services: The UMMC Employee Assistance Program (the "EAP Program") is available to House Officers and their immediate family members. The EAP Program provides assessment

and serves as a referral source for those in need of further counseling. The program is free and is designed to assist with personal, family and work related matters.

6. MOONLIGHTING:

Professional Activities Outside of the Program (Moonlighting): House Officer 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, House Officer accepts and acknowledges that UMMC discourages moonlighting because such activity tends to interfere with the educational process and health of the House Officer. Moonlighting is permissible only at the discretion of the Program Director and in accordance with the GME House Officer Moonlighting Policy. All required documentation and approvals set forth in the GME House Officer Moonlighting Policy must be completed prior to committing to or engaging in any moonlighting activity. House Officer acknowledges that the Mississippi Tort Claims Act does not cover external House Officer moonlighting activity and House Officers are responsible for obtaining required professional liability coverage for any approved external moonlighting activity.

7. PROFESSIONAL LIABILITY COVERAGE:

House Officers are covered for professional liability pursuant to the Mississippi Tort Claims Act for all duties related to approved program rotations in Mississippi. If a House Officer desires to participate in a rotation at a facility outside of Mississippi, the House Officer may be responsible for procuring a professional liability policy with limits required by the out of state facility at the House Officer's own expense.

8. HOSPITAL OR PROGRAM CLOSURE:

In the event that the Program is reduced or closed, in accordance with the GME Residency Program Reduction/Closure Policy:

A. The Program will notify the affected House Officer of a projected reduction, closure, or discontinuation date as soon as practicable after the decision is made.

B. The Program will either permit the affected House Officers already in the Program to complete their education or assist the affected House Officers in finding appointments to other training residency programs in the same specialty at the appropriate PGY level.

C. The Program will provide proper care, custody and disposition of the House Officer's education records and will provide appropriate notification to licensure and specialty boards.

9. CONDITIONS FOR RE-APPOINTMENT:

This term of engagement expires at the end of the period defined above, unless sooner terminated in accordance with applicable policies. Reappointment for additional years of training shall be based upon evaluation of the House Officer's performance and availability of positions. The House Officer must, at a minimum, have completed responsibilities as appropriately assigned within the scope of the Program and attained the knowledge and skill necessary to progress to the next level of post-graduate training.

Conditions for Progressive Program Advancement: Program advancement is based on evidence of satisfactory progressive clinical knowledge and skill, professional behavior, adherence to ethical standards, adherence to UMMC policies and procedures, patient/staff interactions, and demonstrated ability to assume increasing responsibility for patient care as determined by the Program Director. Failure to achieve the proficiency level required by the Program may result in the non-promotion, nonrenewal or termination of appointment. House Officers who engage in misconduct also may be subject to discipline, including termination.

In instances where (i) this engagement will not be renewed (other than by mutual agreement or Program completion), or (ii) the Program Director has determined that the House Officer should not be promoted to the next level of training, the House Officer will be given written notice no later than four (4) months prior to the agreement termination date shown above, unless the primary reason(s) for and/or the decision to not renew or promote occurs within the last four months of the term of this Agreement, in which case the House Officer will be provided with as much advance written notice of the intent to not renew or promote as the circumstances will reasonably allow, and the House Officer may appeal the decision in accordance with the GME Grievance Policy.

10. TERMINATIONS

UMMC may terminate this Agreement and/or decrease the salary specified at any time by giving one month's notice to the House Officer in the event a state of financial exigency is declared by the Board of Trustees of State Institutions of Higher Learning.

UMMC may terminate this Agreement prior to its expiration date for "cause" which shall include, but not be limited to, a breach of any provision of this Agreement by the House Officer.

House Officer may terminate this Agreement with a 30 day written notice to the Program Director and UMMC's Designated Institutional Official in situations in which: (i) the House Officer decides to change specialties; (ii) the House Officer decides to no longer practice medicine or (iii) other reasons mutually agreed upon by both parties.

11. AVAILABILITY OF FUNDS

House Officer Agreements signed in advance of usual budgetary and approval processes are contingent upon subsequent legislative appropriations. These advance agreements reflect stipend rates which will be adjusted if and when new rates become effective.

12. GRIEVANCES AND RIGHTS:

GRIEVANCES: Grievances by the House Officer concerning adverse actions taken by the training program which may harm his/her professional training shall be resolved in accordance with the GME Grievance Policy. Grievances related to adverse employment actions taken by UMMC arising out of violation of UMMC policies may, in the discretion of the GME Designated Institutional Official, be referred to the UMMC Department of Human Resources for resolution.

RIGHTS: This Agreement does not confer upon the House Officer any rights or obligations under UMMC's Medical Staff Bylaws, and the House Officer's participation in the training program(s) does not guarantee or imply the House Officer, at any time, any right to a medical staff appointment at UMMC, or any employment subsequent to completion of the training program.

13. COUNTERPARTS.

This Agreement may be executed in counterparts (which may be exchanged by facsimile or PDF), each of which will be deemed an original, but all of which together will constitute the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of dates included below.

University of Mississippi Medical Center:

By:

Vice Chancellor of Health Affairs
Date

By:

Associate Dean for Graduate Medical Education
Date

House Officer:

By:

House Officer
House Officer