

**THIS AGREEMENT**, entered into on **<<startdate>>**, "Agreement" by and between CREIGHTON UNIVERSITY (hereinafter referred to as the "University"), and **Dr. <<firstname>> <<middlename>> <<lastname>> (hereinafter referred to as the "HSP" [House Staff Physician]).** 

#### WITNESSETH:

**WHEREAS** University has developed a Graduate Medical Education Program in Omaha, Nebraska and has entered into affiliation arrangements with different hospitals in connection with the implementation of that Program; and

**WHEREAS** HSP desires to pursue graduate medical education or post graduate medical education within the Program in accordance with the provisions of this Agreement.

**NOW THEREFORE**, the parties agree as follows:

#### **ARTICLE I**

**Acceptance**. HSP at the Post Graduate Year (PGY) of <<pgy>> accepts enrollment in University's School of Medicine as a candidate for certification in <<pre>program>> ("Program") and the University accepts this application to also enroll HSP in the designated specialty postgraduate training program, subject to the appointment of HSP to the staff of the affiliated hospitals designated by the University.

**Disclosure/Licensure.** The Healthcare Service Provider (HSP) is required to obtain and maintain a valid Drug Enforcement Administration (DEA) certification upon hire. If the certification expires before the completion of training, renewal will be at the Program's discretion based on operational needs. The cost of the DEA certification will be shared proportionally between the HSP and the Program.

HSP agrees to obtain and maintain an appropriate Nebraska license or permit to practice medicine for the duration of employment.

- A) HSP's failure to obtain a temporary educational permit or a permanent medical license from Nebraska by the starting date of the Term (as defined below) constitutes grounds for the Program to revoke HSP's acceptance into the Program and renders this Agreement null and void.
- **B)** If HSP obtains a permanent Nebraska license during the Term of this Agreement, the TEP is automatically null and void by Nebraska Law. A copy of the permanent Nebraska license must be provided to the GME Office within five business days of the issuance of the new license.
- **C)** HSP's failure to provide documentation of and maintain appropriate Nebraska medical licensure during the Term of this Agreement will constitute grounds for the University to immediately terminate this Agreement.
- **D)** If HSP is issued a temporary educational permit or a permanent Nebraska medical license which is provisional, probationary or restricted (all referred to as a "Provisional License"), either at or before the commencement of the Term, or at any time during the Term, HSP has an obligation to immediately (within 24 hours) notify the Program Director and the Designated Institutional Official ("DIO") of such fact. If HSP has a Provisional License, HSP shall be automatically considered to be on "under review" status for the entire period HSP has a provisional license. There are no rights to grieve or appeal the "under review" status imposed under this section. In addition, HSP must also promptly (within 24 hours) notify by email the Program Director and the DIO any time HSP is notified by the State of Nebraska any

possible violation of the terms of the Provisional License, or any action HSP is being asked to take (testing, attending a hearing, etc.).

**E)** Failure to meet University and affiliated hospital immunization and health standards and pass University and affiliated hospital criminal background check(s) and/or drug screening processes will constitute grounds for the Program to terminate this Agreement. Immunization and health standards of University and the affiliated hospitals are subject to update from time to time. What constitutes a passing criminal background check is at the discretion of University and the affiliated hospitals. HSP is required to promptly notify the Program Director and DIO of any criminal charges that could result in a felony conviction.

F) HSP's failure to do any of the actions listed in this section shall result in immediate termination of this Agreement. Responsibilities of HSP. HSP agrees to participate fully in the educational activities of the Program including the teaching and supervision of other house staff physicians and medical students, to participate in patient care activities, orientation, committees, councils, and institutional programs, and to adhere to established practices, procedures, and policies of the University. HSP will strive to develop a personal program of self-education and professional growth under the guidance of the teaching staff. HSP agrees to fully comply with and demonstrate appropriate levels of the general competencies and milestones as outlined by the Accreditation Council for Graduate Medical Education ("ACGME"), American Board of Medical Specialties ("ABMS"), and any other applicable professional educational accrediting body. The terms and conditions set forth in this Agreement are subject to reasonable rules established by the accrediting bodies for each training program. HSP shall comply with all University rules, policies, procedures, and protocols. HSP shall comply with the bylaws, rules, regulations, policies, procedures, and protocols of the clinical affiliate site and its medical staff (collectively "Training Site Rules") of any site at which HSP receives Program training. Subject to GME policy and direction of the DIO, HSP shall cooperate with the utilization management, quality assurance, risk management, peer review and human resource departments or programs of any training site at which HSP receives Program training. In addition to this Agreement, HSP should refer to the designated references for further clarification of policies and procedures. Because HSPs are trainees of the University, some Staff policies are not appropriate for HSPs. Where policies for HSPs differ from those listed in the regular Staff Handbook, they are specifically listed in GME policies, program policies or in this Agreement and take precedence over those listed in the University Staff Handbook. HSP is not faculty or a student and so the Faculty Handbook and Student Handbook are not applicable to HSP. HSP shall not have any authority to enter into any commitment or agreement of any kind on behalf of the University or any affiliated hospital.

**Responsibilities of the University.** The University agrees to use its reasonable efforts to meet or exceed the guidelines related to house staff education as set forth in the "Policies and Procedures" established by the ACGME. The terms and conditions set forth in this Agreement are subject to reasonable rules established by the accrediting bodies for each training program.

**Salary**. For HSP's services and in support of HSP's training, University will, through agreements with the affiliated hospitals, provide HSP, a **PGY**PGY</pgy>>, with a salary based on their level of training in this Program of <<compensationstatus>> in the amount of <<compensation>> per annum payable in equal monthly amounts. If the initial Term is less than or exceeds twelve months, University will pay a pro rata portion of HSP's annual salary for the time period of the Agreement. In the event University loses affiliated hospital funding, University may terminate this Agreement upon sixty days' written notice to HSP.

#### ARTICLE II

Appointment and Advancement. Conditions for reappointment and promotion to a subsequent level in the Program can be found in the policy link below. HSP accepts enrollment in the Program from <<startdate>> to <<enddate>> (the "Term") and agrees to fulfill the educational requirements of the Program during the entire Term. Enrollment in the Program shall qualify HSP as a trainee at University. The parties anticipate that this Agreement or a renewal Agreement shall be entered into each year for the duration of the Program unless terminated or not renewed by the University. For provisions regarding advancement and termination of Agreement see Appointment, Promotion, Renewal, and Dismissal

#### Policy.

Institutional policies can be found at <a href="https://creightonuniversity.navexone.com/content/?public=true&siteid=1">https://creightonuniversity.navexone.com/content/?public=true&siteid=1</a>. Navigate to School of Medicine > Graduate Medical Education (GME) Omaha.

This Agreement may be terminated for the reasons set out in the <u>Remedial and Corrective Action Policy</u>. This Agreement may be non-renewed as set forth in the Appointment, Promotion, Renewal, and Dismissal Policy. If HSP is in jeopardy of non-promotion, HSP should refer to the Institutional <u>Appointment, Promotion, Renewal, and Dismissal Policy</u>.

Notice By HSP of Intent to Non-Renew; Liquidated Damages. In the event HSP decides HSP will not continue in the Program following the end of any Term must notify the Program Director four months prior to the end of the Term of their intention to leave the Program after completing the Term (the "Notice"). HSP's failure to give proper notice will cause the Program to suffer damages that will be difficult to ascertain with certainty. For that reason, the parties agree as follows: if HSP fails to give proper Notice, HSP will owe University, as liquidated damages, and not as a penalty, a sum of money equal to \$10,000 (the "Liquidated Damages"). The parties agree that the Liquidated Damages represent a reasonable estimate of the damages the Program will suffer as a result of HSP's failure to give proper Notice. HSP agrees that University will withhold the final paycheck which would otherwise be payable to HSP if HSP fails to give the proper Notice. In addition, HSP will pay University any remaining owed Liquidated Damages no later than the last day of the Term, if University does not withhold the entire amount owed from HSP's final paycheck for whatever reason. In the event there are extenuating circumstances which result in HSP's failure to give proper notice, HSP will have the right to take the matter to the DIO within ten business days of being informed of the imposition of the Liquidated Damages and request a waiver or reduction of the Liquidated Damages. The DIO will review the matter and decide on the requested waiver. Their decision is final. If University advises HSP that it will not renew this Agreement, or if HSP is terminated for cause under the Corrective Action policy, HSP will not owe any Liquidated Damages.

Mid-Cycle Breach; Liquidated Damages. As noted above, this Agreement is for a specified Term. In the event HSP (a) decides to leave the Program before the end of the Term or (b) has failed to report for duty for three days (whether or not these unexcused absences occur on consecutive days) or (c) leaves a scheduled shift three times without obtaining Program Director approval (whether or not on consecutive days) or (d) has combined total of three events described under (b) or (c), HSP will be considered to have breached this Agreement. (Note: a mid-cycle transfer to a different program within Creighton University based in Omaha is not considered to be a breach of this agreement.). In the event HSP breaches this Agreement, the Institution will suffer damages that will be difficult to ascertain with certainty. For that reason, the parties agree as follows: if HSP breaches the Agreement, for any of the reasons set out in this section, HSP will owe the Institution, as liquidated damages, and not as a penalty, a sum of money equal to \$10,000 (the "Liquidated Damages"). The parties agree that the Liquidated Damages represent a reasonable estimate of the damages the Institution will suffer as a result of HSP's breach of the agreement and mid-cycle departure. HSP agrees that the Institution will withhold the final paycheck which would otherwise be payable to HSP, upon learning of HSP's breach and HSP will pay the Institution the remainder of the Liquidated Damages within thirty (30) days after HSP's departure from the Program.

In the event there are extenuating circumstances which necessitate HSP's mid-cycle departure, HSP will have the right to take the matter before the DIO. The DIO will determine if the situation is enough of a hardship that justifies a waiver of the Liquidated Damages. The DIO's decision is final.

**Survival.** This Article II shall survive termination of this Agreement.

# **ARTICLE III**

**Examination Requirements for Advancement.** The following paragraphs represent the examination requirements HSP must meet in order to advance in the Program:

HSP must take Step 3 of the USMLE or COMLEX Exams or Part II of the Licentiate of the Medical Council of Canada Qualifying Exam (LMCC) or their equivalent (as recognized by the State of Nebraska Regulations and Licensure Agency) by December 31st of their first year in Program. If HSP has not taken the test by December 31st of their first year in Program, HSP will be treated as having failed the test and will be dismissed from the Program on June 30th of their first year in Program. There will be no right to grieve or to appeal this dismissal.

HSP must provide proof of passing USMLE Step 3 or its equivalent by May 31st of their first year in Program. If HSP fails to provide proof of passing USMLE Step 3 or its equivalent (as recognized by the State of Nebraska Regulations and Licensure Agency) to the GME office May 31st of the first year of Program, HSP will be dismissed from the program on June 30th of their first year of Program. There will be no right to grieve or to appeal this dismissal.

If HSP been terminated due to not passing USMLE Step 3 or its equivalent (as recognized by the State of Nebraska Regulations and Licensure Agency), HSP may reapply to their program after passing Step 3 as an outside applicant. HSP must follow all processes outlined by the NRMP and this Article III. Once HSP passes USMLE Step 3 or its equivalent (as recognized by the State of Nebraska Regulations and Licensure Agency), it will be up to the program's Clinical Competency Committee if HSP is accepted back to the program. The CCC will decide whether HSP enters the program as a PGY 1 or a PGY 2. In exceptional circumstances, HSP may request a hardship exception from the deadlines for taking or passing the USMLE Step 3 by written request to the DIO prior to the applicable deadline; the DIO shall have full discretion whether to grant an exception and for how long. There is no right to grieve or to appeal the termination, the CCC's decisions or the DIO's decision.

#### **ARTICLE IV**

Work Environment and Work Hours. The policy on Work Environment and Work Hours is provided at <a href="https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=519&public=true">https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=519&public=true</a>. All HSP are expected to work at minimum of 40 hours per week and log hours on four days per work week. Clinical rotations of at least 40 hours but less than 4 workdays per week must be approved by program leadership.

# **ARTICLE V**

**Vacations**. The University, through agreements with the affiliated hospitals, will provide HSP with twenty working days of vacation time, such vacations to be taken at a time acceptable to the Program Director. Vacation for HSPs who are employed for less than one academic year will be prorated for that academic year. The maximum accrual amount is the twenty days awarded and any unused vacation will not be carried over to the following year. HSPs are encouraged to use their vacation but in the event that clinical demands prevent it, HSP shall be reimbursed for unused vacation time upon termination of employment. HSP is not eligible for holidays or holiday pay under University policy.

#### **ARTICLE VI**

**Sick Leave**. The University, through agreements with the affiliated hospitals, will ensure that the salary provided herein will be continued to be paid during any period of illness up to a maximum of ten working days per year. HSP does not accumulate leave from year to year and no additional compensation will be paid for unused sick leave. Sick leave can only be used as defined by <a href="Human Resources"><u>Human Resources</u></a>. If the term of this Agreement is less than one-year, sick leave will be prorated.

# **ARTICLE VII**

**Educational Leave (Professional Leave of Absence)**. The University will provide HSP with up to five days of educational leave in each year. It will be at the Program Director's discretion to determine the amount of time acceptable for educational leave requested. Any educational leave requires approval of the Program Director. This time shall be in addition to the vacation allotment described in Article V and shall not exceed five days without the advance written consent of the Department Chairman in each individual case. Reimbursement for all or part of the costs of educational

leave is at the discretion of each program and depends on the availability of restricted funds. The HSP should refer to the training program's procedures on educational and scholarly activities.

#### **ARTICLE VIII**

#### **Interview Leave**

HSPs in their final 2 years of training in their current program are eligible for up to 8 total working days of interview leave as set forth in the Institutional Leave Policy found at

https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=657&public=true. Interview leave may not be used as an extension to any other type of leave. Unused interview leave will carry over to each subsequent year of training once the HSP has become eligible for the leave. Interview leave will not be paid out at the end of the training period.

#### **ARTICLE VIX**

**Dental, Health, Life and Disability Insurance.** The University will provide HSP with group dental, health, life and disability insurance coverage. Benefit information is provided separately through the Human Resources Department. HSP is subject to Human Resources coverage changes and participation guidelines as stipulated by the University Human Resources.

#### ARTICLE X

**Counseling, Medical, Psychological Support.** Counseling, Medical, and Psychological support assistance is available through the Medical benefits provided through the House Staff Health Insurance and through the Employee Assistance Program.

# ARTICLE XI

**Professional Liability Insurance.** The University will provide professional liability insurance in the form, covering such perils and with such limits as are provided for on, or determined in accordance with the provisions of, Exhibit "A," which is attached and made a part of this Agreement. The University agrees that no material changes in the professional liability insurance will be accomplished by action of the University, which will have an effect of eliminating or reducing the liability protection of HSP for events occurring as part of the postgraduate training program and approved moonlighting during the term of his/her enrollment in the Graduate Medical Education Program.

**Cooperation.** HSP agrees to cooperate in the defense of lawsuits or any other legal or quasi-legal action. Cooperation may include, but not be limited to, participating in depositions, interpreting medical records, meeting with University legal counsel, or other representatives of University.

**Survival**. The provisions of this Article IX shall survive termination of this Agreement for a period of five (5) years, and therefore HSP agrees comply with this Article IX for a period of five (5) years after this Agreement terminates for any reason. Failure to cooperate may serve as a basis for University to assert a reservation of rights against HSP.

#### **ARTICLE XII**

**Harassment.** HSP is subject to University Policies found at <a href="https://www.creighton.edu/generalcounsel/title-ix-compliance">https://www.creighton.edu/generalcounsel/title-ix-compliance</a>.

#### **ARTICLE XIII**

**Impaired Physicians and Substance Abuse.** HSP is subject to the policy on Physician Impairment and Drug Testing is provided at

#### **ARTICLE XIV**

**Parental Leave Benefits.** HSP may be eligible for parental leave benefits as set forth in the Parental Leave Policy (2.2.26) found at http://www.creighton.edu/generalcounsel/cupolicies/.

#### **ARTICLE XV**

**Medical, Parental, and Caregiver (MPC) Leave.** HSP will be eligible for up to six (6) weeks (30 working days) of paid MPC leave for qualifying reasons that are consistent with FMLA (regardless of eligibility under federal law for FMLA leave), at least once during the HSP's time in the Program, starting the first day HSP reports to work in the Program.

HSP's MPC leave is available in addition to vacation and sick leave. Vacation and sick leave may be used prior to or after MPC leave in a contract year. HSP may not use MPC leave in the same year the HSP uses parental leave.

This MPC leave benefit is only available once to HSP during their time in the Program. Should HSP complete this Program and continue to another Program sponsored by Creighton, HSP will again be eligible for MPC leave. All FMLA and other protected unpaid time may still be available to HSP for leave.

#### **ARTICLE XVI**

Leave of Absence and the Effect of Leave for Satisfying the Completion of the Program. HSP understands that the use of available leave, paid or unpaid, may extend their advancement in the program. It is the HSP obligation to understand the impact of their absence on their progression. HSP must comply with the policy on Leave of Absence and the impact on fulfilling requirements for specialty or subspecialty certification and board eligibility are provided at <a href="https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=657&public=true">https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=657&public=true</a>. The program policy can be found under the <a href="https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=657&public=true">https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=657&public=true</a>. The program policy can be found under the <a href="https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=657&public=true">https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=657&public=true</a>. The program policy can be found under the <a href="https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=657&public=true">https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=657&public=true</a>. The program policy can be found under the <a href="https://creightonuniversity.navexone.com/content/docview/">https://creightonuniversity.navexone.com/content/docview/</a>?app=pt&source=unspecified&docid=657&public=true</a>. The program policy can be found under the <a href="https://creightonuniversity.navexone.com/content/docview/">https://creightonuniversity.navexone.com/content/docview/</a>?app=pt&source=unspecified&docid=657&public=true</a>.

# **ARTICLE XVII**

**Bereavement Leave Benefits.** Eligible employees are granted up to five (5) consecutive days of paid bereavement/funeral leave. For more information on eligibility and procedures, see <a href="https://my.creighton.edu/s/department/a2BUU000000X1ts2AC/time-off-leaves-holidays">https://my.creighton.edu/s/department/a2BUU000000X1ts2AC/time-off-leaves-holidays</a>

#### **ARTICLE XVIII**

**On-Call Rooms**. The University, through agreement with the affiliated hospitals, will ensure that HSP is provided with appropriate on-call room facilities.

#### **ARTICLE XIV**

**Laboratory Coats and Laundering of Laboratory Coats.** The GME office provides Laboratory coats at the beginning of training at no cost to the HSP. Laundering is provided by the GME Office.

#### **ARTICLE XX**

**Committees and Councils.** HSP agrees to participate in University and Hospital committees and councils to which they are appointed or invited.

#### **ARTICLE XXI**

**Professional Activities Outside of Training Program.** HSP must comply with the policy professional activities outside of the training program is addressed as "Moonlighting" is provided at https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=520&public=true

#### **ARTICLE XXII**

**Corrective Action Policy.** The corrective action policy is addressed at <a href="https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=341&public=true">https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=341&public=true</a>.

#### **ARTICLE XXIII**

Academic Appeals and Due Process Procedures. The academic appeals and due process procedure is addressed at <a href="https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=340&public=true.">https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=340&public=true.</a>

#### **ARTICLE XXIV**

**Program Reduction or Closure.** The policy regarding program reduction or closure is addressed at https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=660&public=true.

# **ARTICLE XXV**

**Non-Compete Policy**. Creighton University has no restrictive covenants relative to practice or employment of HSPs after completion of postgraduate training <a href="https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=661&public=true">https://creightonuniversity.navexone.com/content/docview/?app=pt&source=unspecified&docid=661&public=true</a>.

#### **ARTICLE XXVI**

**Accommodations for Disabilities.** The University's policy is to provide equal employment and educational opportunities to qualified HSPs with disabilities. For more information or to request reasonable accommodations, please contact Human Resources <a href="https://my.creighton.edu/s/department/a2BUU000000X1tO2AS/accommodation-requests">https://my.creighton.edu/s/department/a2BUU000000X1tO2AS/accommodation-requests</a>.

#### **ARTICLE XXVII**

**Photograph Consent/Release**. HSP hereby consents and authorizes the University and any training site to which HSP is assigned to take photographs of HSP, and authorizes Creighton and such training site to use, reuse, copy, publish, display, exhibit, reproduce, and distribute said photograph in any educational or promotional materials or other forms of media, which may include, but are not limited to University or affiliate training site publications, catalogs, articles, magazines, recruiting brochures, websites or publications, electronic or otherwise, without notifying HSP.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year above written.

# **CREIGHTON UNIVERSITY**

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Jyotsna Ranga, M.D.	House Staff Physician (HSP)	
Associate Dean for Graduate Medical Education and Designated Institutional Official		

# EXHIBIT A PROFESSIONAL LIABILITY INSURANCE

The Medical School provides Professional Liability Insurance for all full-time House Staff Physicians. The insurance carrier is the Midwest Medical Insurance Company (MMIC).

Coverage is on a "claims-made" approach and is for \$1,000,000 each person --- \$3,000,000 total limit. The limit of liability applies separately to each House Staff Physician. Coverage is currently effective from July 1, 2025 through June 30, 2026 for the 2025-2026 academic year. Since July 1, 1993, House Staff Physicians are also covered under the NEBRASKA HOSPITAL MEDICAL LIABILITY ACT. Coverage includes legal defense and protection against awards during their program and after the completion of a program if it was within the scope of their training.

The policy affords coverage for moonlighting in the State of Nebraska. The house staff physician is responsible for obtaining his/her own liability coverage for moonlighting performed outside the State of Nebraska. The house staff physician may contact the Liability Carrier utilized by the University to obtain an individual policy for moonlighting performed outside the State of Nebraska. The Administrator for Graduate Medical Education must be notified of all moonlighting activities that the House Staff Physician engages in. A *Moonlighting Activity Report* must be completed for all moonlighting activities. Moonlighting Activity Reports are available through the program manager.

All incidents, despite how minor, should be reported by obtaining a Liability Assessment Report from the Program Administrator. The completed Liability Assessment Report should to Creighton's Risk Manager by phone to (402) 280-5833. The Risk Manager will notify the insurance carrier.

The policy contains an automatic Reporting Endorsement; therefore, there is no need for HSPs to purchase a Reporting Endorsement (tail coverage).

Midwest Medical Insurance Company arranges the entire plan. Creighton University campus contact is Questions should be directed to: Ms. Kari Pearson, Creighton University, 2500 California Plaza, Linn Building, Room 123, (402) 280-5833, karipearson@creighton.edu.

My signature below indicates that I have read and understand the above information regarding the Malpractice Insurance and notification of Moonlighting Activity Report.

5055, Karipearson & creighton.edu.
My signature below indicates that I have read and Insurance and notification of Moonlighting Activity R
< <firstname>&gt; &lt;<middlename>&gt; &lt;<lastname>&gt;</lastname></middlename></firstname>
House Staff Physician (print name)
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House Staff Physician (signature)

# EXHIBIT B SCHOOL OF MEDICINE GRADUATE MEDICAL EDUCATION

# COMPACT BETWEEN THE HOUSE STAFF PHYSICIANS AND THEIR TEACHERS

Post Graduate Medical Education is an integral component of the formal education of physicians. In order to practice medicine independently, physicians must receive a medical degree and complete a supervised period of post graduate training in a specialty area. To meet their educational goals, house staff physicians must participate actively in the care of patients and must assume progressively more responsibility for that care as they advance through their training. In supervising resident/fellow (house staff physician) education, faculty must ensure that trainees acquire the knowledge and special skills of their respective disciplines while adhering to the highest standards of quality and safety in the delivery of patient care services. In addition, faculty are charged with nurturing those values and behaviors that strengthen the doctor-patient relationship and that sustain the profession of medicine as an ethical enterprise.

# **Core Tenets of Post Graduate Medical Education**

#### **Excellence in Medical Education**

Institutional sponsors of post graduate medical education programs and program faculty must be committed to maintaining high standards of educational quality. House staff physicians are first and foremost learners. Accordingly, a house staff physician's educational needs should be the primary determinant of any assigned patient care services. House staff physicians must, however, remain mindful of their oath as physicians and recognize that their responsibilities to their patients always take priority over purely educational considerations.

# **Highest Quality Patient Care and Safety**

Preparing future physicians to meet patients' expectations for optimal care requires that they learn in clinical settings epitomizing the highest standards of medical practice. Indeed, the primary obligation of institutions and individuals providing house staff physician education is the provision of high quality, safe patient care. By allowing house staff physicians to participate in the care of their patients, faculty accept an obligation to ensure high quality medical care in all learning environments.

# Respect for House Staff Physicians' Well-Being

Fundamental to the ethic of medicine is respect for every individual. In keeping with their status as trainees, house staff physicians are especially vulnerable, and their well-being must be accorded the highest priority. Given the uncommon stresses inherent in fulfilling the demands of their training program, house staff physicians must be allowed sufficient opportunities to meet personal and family obligations, to pursue recreational activities, and to obtain adequate rest.

# **House Staff Mission Statement**

We are committed to becoming "a man or woman for others" who promotes justice, is a skilled clinician and who demonstrates an extraordinary compassion and commitment to the service of others.

# **Commitments of House Staff Physicians**

- 1. We acknowledge our fundamental obligation as physicians—to place our patients' welfare uppermost; quality health care and patient safety will always be our prime objectives.
- 2. We pledge our utmost effort to acquire the knowledge, clinical skills, attitudes, and behaviors required to fulfill all objectives of the educational program and to achieve the competencies deemed appropriate for our chosen discipline.
- 3. We embrace the professional values of honesty, compassion, integrity, and dependability.
- 4. We will adhere to the highest standards of the medical profession and pledge to conduct ourselves accordingly in all our interactions. We will demonstrate respect for all patients and members of the health care team without regard to gender, race, national origin, religion, economic status, disability or sexual orientation.
- 5. As physicians in training, we learn most from being involved in the direct care of patients and from the guidance of faculty and other members of the healthcare team. We understand the need for faculty to supervise all of our interactions with patients.
- We accept our obligation to secure direct assistance from faculty or appropriately experienced house staff
  physicians whenever we are confronted with high-risk situations or with clinical decisions that exceed our
  confidence or skill to handle alone.
- 7. We welcome candid and constructive feedback from faculty and all others who observe our performance, recognizing that objective assessments are indispensable guides to improving our skills as physicians.
- 8. We also will provide candid and constructive feedback on the performance of our fellow house staff physicians, of students, and of faculty, recognizing our life-long obligation as physicians to participate in peer evaluation and quality improvement.
- 9. We recognize the rapid pace of change in medical knowledge and the consequent need to prepare ourselves to maintain our expertise and competency throughout our professional lifetimes.

10. In fulfilling our own obligations as professionals, we pledge to assist both medical students and fellow house staff physicians in meeting their professional obligations by serving as their teachers and role models.

This compact serves both as a pledge and as a reminder to house staff physicians and their teachers that their conduct in fulfilling their obligations to one another is the medium through which the profession perpetuates its standards and inculcates its ethical values.