GRADUATE MEDICAL EDUCATION PROGRAM AGREEMENT
2020-2021

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

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

WHEREAS the HSP desires to pursue a course of graduate medical education within the Program in accordance with the provisions of this Agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE I

Acceptance. The HSP will enroll in the Creighton University Medical School as a candidate for certification in <<program>> and the University accepts this application to also enroll the HSP in the designated specialty postgraduate training program, subject to the appointment of the HSP to the staff of the affiliated hospitals designated by the University.

Disclosure/Licensure.
A) The HSP’s failure to obtain appropriate medical licensure (specifically, a temporary educational permit or a permanent Nebraska license) by the starting date of the Term (as defined below) constitutes grounds for the Program to revoke the HSP’s acceptance into the Program, and renders this Agreement null and void.
B) If a HSP obtains a permanent Nebraska license during the Term of this Agreement, the TEP is automatically null and void by State 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) Failure to provide documentation of and maintain appropriate medical licensure during the Term of this Agreement will constitute grounds for the University to immediately terminate this Agreement.
D) If any HSP is issued a temporary educational permit or a permanent Nebraska 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, the HSP has an obligation to immediately (within 24 hours) notify the Program Director and the Designated Institutional Official (“DIO”) of such fact. Any HSP with a Provisional License shall be automatically considered to be on “licensure under review” status for the entire period the HSP has a provisional license. There are no rights to grieve or appeal the “licensure under review” status imposed under this section. In addition, the HSP must also promptly (within 24 hours) notify the Program Director and the DIO any time he/she is notified by the State of any possible violation of the terms of the Provisional License, or any action the HSP is being asked to take (testing, attending a hearing, etc.).
E) Failure to pass required criminal background check(s) and/or drug screening processes as required by Creighton University or affiliated hospitals will constitute grounds for the Program to revoke the HSP’s position in the Program.
F) The HSP’s failure to do any of the actions listed in this section shall be grounds for immediate termination of this Agreement.

Responsibilities. The HSP agrees to participate fully in the educational activities of the Program including the teaching and supervision of other HSPs and Medical Students, to participate in patient care activities, in orientation and institutional programs, and adhere to established practices, procedures, and policies of the institution. The HSP will strive to develop a personal program of self-education and professional growth under the guidance of the teaching staff. 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 Accreditation Council for Graduate Medical Education. The HSP agrees to abide by the standards established in “Compact Between House Staff Physicians and Their Teachers,” which is attached as Exhibit B and made a part of this Agreement. The terms and conditions set forth in this Agreement are subject to reasonable rules established by the accrediting bodies for each training program.

In addition to this Agreement, the HSP should refer to the designated references for further clarification of policies and procedures. Because HSPs are trainees of the University, some policies listed in the Faculty, Staff, and/or Student Handbooks are not appropriate for HSPs. Where policies for HSPs differ from those listed in the regular Faculty, Staff, and/or Student Handbooks, they are specifically listed in the HSPs Handbook and take precedence over those listed in the University Faculty, Staff, and/or Student Handbooks.

Salary. The University, in order to enable the HSP to pursue his/her course of education in the Program, will, through agreements with the affiliated hospitals, provide the HSP at the level of a <<pgy>>per annum payable in equal monthly amounts.

$ <<compensation>>
ARTICLE II

Appointment and Advancement. The 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 the HSP as a trainee at Creighton 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 institutional and program policies. Institutional policies can be found at https://medschool.creighton.edu/residencies-fellowships/graduate-medical-education-office/policies.

A HSP’s Agreement may be terminated for the reasons set out in the Corrective Action Policy. A HSP’s Agreement may be renewed as set forth in the Institutional Policy for Resident Eligibility, Selection, Evaluation, and Advancement Policy. A HSP in jeopardy of non-promotion should refer to the Institutional Policy for Resident Eligibility, Selection, Evaluation, and Advancement Policy and Grievance Policy.

Notice By HSP of Intent to Non-Renew; Liquidated Damages. A HSP who decides he or she 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”). A 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 the HSP fails to give proper Notice, the HSP will owe the Program, 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 the HSP’s failure to give proper Notice. The HSP agrees that the Program will withhold the final paycheck which would otherwise be payable to the HSP if the HSP fails to give the proper Notice. In addition, the HSP will pay any remaining owed Liquidated Damages no later than the last day of the Term, if the Program does not withhold the entire amount owed from the HSP’s final paycheck for whatever reason. In the event there are extenuating circumstances which result in the HSP’s failure to give proper notice, the HSP will have the right to take the matter before a subcommittee of the Graduate Medical Education Committee (the HSP must make a request to take the matter to such subcommittee 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 subcommittee will include the DIO (who votes in the case of a tie), a program director from a program other than HSP’s program, the House Staff President or designee, a program coordinator, two house staff representatives, and such other non-voting members as the DIO may select. The DIO shall require statements to the subcommittee from the HSP, HSP’s Program Director or designee, and such other persons as the DIO selects. If Creighton University advises the HSP that it will not renew the HSP’s Agreement, or if the House Staff is terminated for cause under the Corrective Action policy, the 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 an 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), that HSP will be considered to have breached this Agreement. (Note: a mid-cycle transfer to a different program within Creighton University is also considered to be a breach of this agreement.) In the event the HSP breaches this Agreement, the Program will suffer damages that will be difficult to ascertain with certainty. For that reason, the parties agree as follows: if the HSP breaches the Agreement, for any of the reasons set out in this section, the HSP will owe the Program, 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 the HSP’s breach of the agreement and mid-cycle departure. The HSP agrees that the Program will withhold the final paycheck which would otherwise be payable to the HSP, upon learning of the HSP’s breach and the HSP will pay the Program the remainder of the Liquidated Damages within thirty (30) days after his/her departure from the Program.

In the event there are extenuating circumstances which necessitate the HSP’s mid-cycle departure, the 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. If the DIO determines it is not enough of a hardship, the house staff may appeal and the DIO can form a subcommittee of the Graduate Medical Education Committee (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 subcommittee will include the GME DIO (who votes in the case of a tie), a program director from a program other than HSP’s program, the House Staff President or designee, a program coordinator and such other non-voting members as the DIO may select. The DIO shall require statements to the subcommittee from the HSP, HSP’s Program Director or designee, and such other persons as the DIO selects.

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

ARTICLE III

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

A resident must take Step III 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 PGY 1 year. A resident who has not taken the test by December 31st of their PGY 1 year will be treated as having failed the test and will be dismissed from the program on June 30th of their PGY 1 year. There will be no right to grieve or to appeal this dismissal.

The resident must provide proof of passing USMLE Step 3 or its equivalent by May 31st of their PGY 1 year. A resident who 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 PGY 1 year will be dismissed from the program on June 30th of their PGY 1 year. There will be no right to grieve or to appeal this dismissal.

All Residents: A resident who has been terminated due to not passing USMLE Step 3 or its equivalent (as recognized by the State of Nebraska Regulations and Licensure Agency) may reapply to their program after passing Step III as an outside applicant. They must follow all processes outlined by the NRMP and this policy. Once they pass 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 the applicant is accepted back to the program. The CCC will decide whether the candidate enters the program as a PGY 1 or a PGY 2. In exceptional circumstances, the resident may request a hardship exception from the DIO; 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 or the DIO’s decision.

ARTICLE IV

Work Environment and Duty Hours. The policy on Work Environment and Duty Hours is provided at http://medschool.creighton.edu/gme/policies/.

ARTICLE V

Vacations. The University, through agreements with the affiliated hospitals, will provide the 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, house officers 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 insure that the salary provided herein will be continued to be paid during any period of illness up to a maximum of fourteen 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 for HSPs who are employed for less than one academic year will be prorated for that academic year.

ARTICLE VII

Interview Leave. Ten working days of interview leave will be provided to HSP over the residency and/or fellowship training period. HSP must submit a leave request form and obtain approval from the Program Director prior to taking time off for interview leave. The leave request form must include documentation regarding the interview time used. Interview leave may not be used as an extension to vacation, sick, educational, and/or any other type of leave. Interview leave will not be paid out at the end of the training period. Interview leave may not be taken when on rotation outside of Creighton.

ARTICLE VIII

Educational Leave (Professional Leave of Absence). The University will obtain the agreement of the affiliated hospitals that the HSP shall be provided 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 and endorsement of the DIO 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 IX

Dental, Health, Life and Disability Insurance. The University, through agreements with the affiliated hospitals, will provide the HSP with group dental, health, life and disability insurance coverage. Benefit information provided separately through the Human Resources Department. The 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 the HSP for events occurring as part of the postgraduate training program and moonlighting in the State of Nebraska during the term of his/her enrollment in the Graduate Medical Education Program.

ARTICLE XII


ARTICLE XIII

Impaired Physicians and Substance Abuse. The policy on Impaired Physicians is provided at http://medschool.creighton.edu/gme/policies/.

ARTICLE XIV


ARTICLE XV

Leave of Absence and the Effect of Leave for Satisfying the Completion of the Program. The policy on Leave of Absence and the impact on fulfilling requirements for specialty or subspecialty certification are provided at http://medschool.creighton.edu/gme/policies/.

ARTICLE XVI

On-Call Rooms and On-Call Meals. The University, through agreement with the affiliated hospitals, will ensure that the HSP is provided with appropriate on-call room facilities and meals without charge when he/she is required to be on 24 hours "in-house" call duty.

ARTICLE XVII

Laboratory Coats and Laundering of Laboratory Coats. Two laboratory coats are provided at the beginning of residency training and laundering and replacement is provided by the GME Office.

ARTICLE XVIII

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

ARTICLE XIX

Professional Activities Outside of Training Program. The policy on professional activities outside of the training program is addressed as “Moonlighting” is provided at http://medschool.creighton.edu/gme/policies/.

ARTICLE XX

Corrective Action Policy. The corrective action policy is addressed at http://medschool.creighton.edu/gme/policies/.

ARTICLE XXI

Grievance Procedures. The grievance procedure is addressed is provided at http://medschool.creighton.edu/gme/policies/.

ARTICLE XXII

Program Reduction or Closure. The policy regarding program reduction or closure is addressed at
ARTICLE XXII

Non-Compete Policy. Creighton University has no restrictive covenants relative to practice or employment of HSPs after completion of postgraduate training.

ARTICLE XXIV

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 see University Policies.

ARTICLE XXV

Photograph Consent/Release. I hereby consent and authorize Creighton University to take photographs of me, and I authorize Creighton 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 hospital publications, catalogs, articles, magazines, recruiting brochures, websites or publications, electronic or otherwise, without notifying me.

ARTICLE XXVI

House Staff Council Dues. The HSP agrees to the withholding of $10.00 per pay period in fees for the House Staff Council Fund. Such fees shall be withheld from each pay period throughout HSP’s employment.

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

CREIGHTON UNIVERSITY

Joann Porter, M.D.
Associate Dean for Graduate Medical Education
and Designated Institutional Official

House Staff Physician (HSP)
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 <<startdate>> through <<enddate>> for the 2020-2021 academic year. Since July 1, 1993, House Staff Physicians are also covered under the NEBRASKA HOSPITAL MEDICAL LIABILITY ACT.

The policy affords coverage for moonlighting in the State of Nebraska only. 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 Senior Manager for Graduate Medical Education must be notified of all moonlighting activities that the House Staff Physician engages in. A Moonlighting Activity Report must to be completed for all moonlighting activities. Moonlighting Activity Reports are available through the program educational coordinator.

All incidents, despite how minor, should be reported by obtaining a Liability Assessment Report from the Program Administrator. The completed Liability Assessment Report should be forwarded to Katie Booton, Risk Manager. The Risk Manager will notify the insurance carrier.

The policy contains an automatic Reporting Endorsement; therefore there is no need for the House Staff Physicians to purchase a Reporting Endorsement (tail coverage).

Midwest Medical Insurance Company arranges the entire plan. Creighton University campus contact is Ms. Katie Booton, Linn Building, Room 123, (402) 280-5833.

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

<<firstname>> <<lastname>>
House Staff Physician (print name) 

<<:sig1______________>>
House Staff Physician (signature) 

Date
EXHIBIT B
2020-2021

Creighton
UNIVERSITY

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.
Faculty Mission Statement

We acknowledge that as faculty in a School of Medicine that is respected nationally for our values-centered excellence in teaching, research, clinical care, and leadership that we will be committed to preparing graduates who promote justice and achieve excellence in their chosen fields while demonstrating an extraordinary compassion and commitment to the service of others.

Commitments of Faculty

1. As role models for our house staff physicians, we will maintain the highest standards of care, respect the needs and expectations of patients, and embrace the contributions of all members of the healthcare team.

2. We pledge our utmost effort to ensure that all components of the educational program for house staff physicians are of high quality, including our own contributions as teachers.

3. In fulfilling our responsibility to nurture both the intellectual and the personal development of house staff physicians, we commit to fostering academic excellence, exemplary professionalism, cultural sensitivity, and a commitment to maintaining competence through life-long learning.

4. We will demonstrate respect for all house staff physicians as individuals, without regard to gender, race, national origin, religion, disability or sexual orientation; and we will cultivate a culture of tolerance among the entire staff.

5. We will do our utmost to ensure that house staff physicians have opportunities to participate in patient care activities of sufficient variety and with sufficient frequency to achieve the competencies required by their chosen discipline. We also will do our utmost to ensure that house staff physicians are not assigned excessive clinical responsibilities and are not overburdened with services of little or no educational value.

6. We will provide house staff physicians with opportunities to exercise graded, progressive responsibility for the care of patients, so that they can learn how to practice their specialty and recognize when, and under what circumstances, they should seek assistance from colleagues. We will do our utmost to prepare house staff physicians to function effectively as members of healthcare teams.

7. In fulfilling the essential responsibility we have to our patients, we will ensure that house staff physicians receive appropriate supervision for all of the care they provide during their training.

8. We will evaluate each house staff physician’s performance on a regular basis, provide appropriate verbal and written feedback, and document achievement of the competencies required to meet all educational objectives.

9. We will ensure that house staff physicians have opportunities to partake in required conferences, seminars and other non-patient care learning experiences and that they have sufficient time to pursue the independent, self-directed learning essential for acquiring the knowledge, skills, attitudes, and behaviors required for practice.

10. We will nurture and support house staff physicians in their role as teachers of other house staff physicians and of medical students.

11. We will abide by the ACGME imposed duty hours, fatigue management, and mitigation regulations for the house staff physicians and work with our colleagues to ensure that they are implemented appropriately.
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 of 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.

6. 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.

<<firstname>> <<lastname>>
House Staff Physician (print name) Date

<<s:sig1_________>>
House Staff Physician (signature)