

HIGHLIGHTS OF UNM HOUSESTAFF BENEFITS 2022-2023

LEAVE:

ANNUAL	All Housestaff earn 21 days of annual leave per contract year (typically 15 weekdays, 6 weekend days).
SICK/HEALTH	All Housestaff earn 21 days of sick leave per contract year (15 weekdays, 6 weekend days).
MATERNITY/ PATERNITY	All eligible Houseofficers earn 28 days of maternity or paternity leave per contract year (20 weekdays, 8 weekend days).
FAMILY	Family leave comprises available annual and sick leave, with further leave of absence without pay (under FMLA) possible to bring the total to 4 months. Residents are required to pay their portion of health insurance premiums during months taken as leave without pay during approved family leave.
EDUCATIONAL	Five days paid leave to present papers or attend educational seminars may be granted per contract year with advance approval by the program.
PROFESSIONAL	Paid leave of up to total five days per duration of the residency or fellowship training program for the purpose of interviewing for professional employment or further medical training.
CATASTROPHIC LEAVE	Catastrophic leave must be approved and requested in writing. It is to be used after sick and most annual leave are exhausted and offers continued pay status, not to exceed sixty (60) days.
HOLIDAYS	New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Eve.
WELLNESS	½ day per quarter, or saved for 1 day per half year, for each year per contract.

INSURANCE:

HEALTH	Health care coverage for Housestaff and their dependents is available through Blue Cross/Blue Shield. Care or referrals obtained from a UNM provider at the UNM Health Sciences Center require no deductible or co-payment for most services, including hospitalizations. The resident's share of the premium for this flexible plan, which can be used alternately as a PPO and as a traditional indemnity plan involving deductibles and monthly co-payments, is currently \$112.19 for individual coverage and \$325.36 for family coverage while participating in the residency program. Employee contribution is subject to annual change based on cost. The plan may be continued for up to 18 months past the end of residency training through COBRA, in which case the insured pays the entire monthly premiums.
DISABILITY	Disability insurance is provided to housestaff. Monthly shared cost is \$1.53 per month for trainees. After 90 days of disability, the plan pays 60% of salary up to age 65, up to a policy maximum. This plan can be converted to an individual policy upon termination with the University. http://app.hsac.com/unmgme
LIFE	The University carries \$75,000 group life coverage on housestaff. The policy also contains an accidental death and dismemberment component.
DENTAL	Dental insurance is available for housestaff and their dependents. Individual coverage costs the Houseofficer \$8.00 per month. Family coverage costs \$20.40 per month.
VISION	Vision coverage is available for Housestaff and eligible dependents. Individual coverage is \$1.36 per month, while family coverage is \$2.93 per month.
PROFESSIONAL LIABILITY	While engaged in residency/fellowship program activities, Housestaff are covered by the State of New Mexico Risk Management Division, pursuant to the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978. Insurance of the per occurrence type will be provided under that act. This does not extend to external moonlighting activities.

COVID Vaccination Requirement:

The University of New Mexico has implemented a mandatory COVID-19 vaccination requirement for UNM employees and students. For detailed information, visit <https://bringbackthepack.unm.edu/vaccine/vaccine-requirement.html> All residents and fellows are required to either provide proof of vaccination or apply for a religious or medical exemption.

MISCELLANEOUS:

CALL ROOMS	Provided at University Hospital and the VAMC.
MEALS ON CALL/IN HOUSE	Provided at University Hospital and the VAMC.
403(b) PLAN	Voluntary tax-deferred salary reduction plan available.
HEPATITIS B VACCINE	Available at no cost to housestaff.
NUSENDA CREDIT UNION	Eligible for membership; branch office close to hospital.
EDUCATIONAL FUNDS	A minimum of \$750 per year for academic purposes.
USMLE Step III / COMLEX III	Exam fee paid by GME for the first attempt.
PARKING	Available at reduced rates of \$40/yr in University Hospital lots.
TUTION REIMBURSEMENT	Tuition for academic credit toward a degree (e.g., masters) in health-related field. Expenses must be filed within 30 days of being incurred, and documentation of successful completion of the course/program provided at the end.
WORKOUT FACILITIES	Tennis, golf, pool and gym facilities are available to housestaff and dependents through the Johnson Gym.
UNIFORMS	White coats, laundry service provided by UH central supply.
UNION	All residents are eligible to join the UNM branch of the Committee of Interns and Residents, http://www.cirseiu.org

REQUIREMENTS TO TRAIN AT UNM:

ELIGIBILITY	<ul style="list-style-type: none"> Graduate of an LCME accredited medical school in U.S. or Canada, or Graduate of an AOA accredited osteopathic school in U.S. Only graduates of LCME or AOA schools and International Medical Graduate with a valid ECFMG certificate are eligible for training licenses in New Mexico. U.S. citizen, US permanent resident with a valid work permit, visitor with a J-1 Visa. <p>*Trainees will not be allowed to participate in any educational activity, including orientation, until all work authorization documentation is received at the Office of GME. DS 2019 must be indicated by the ECFMG as complete one week prior to start date. Trainees will be subject to withdrawal of offer to train at UNM HSC for failure to comply.</p>
SELECTION	UNM sponsored programs participate in the NRMP and other specialty matches to fill positions. The University is an Equal Opportunity employer.
LEVEL OF APPOINTMENT	The level or appointment within the training program is determined by the number of years of prerequisite (required) postgraduate training approved by the ACMGE for the current specialty.
LICENSURE	The NM Board of Medical Examiners issues a training license through the GME office to houseofficers to participate in residency programs. Any activity outside the training program (i.e., external moonlighting) requires an unrestricted New Mexico license to practice medicine.
EDUCATIONAL ACTIVITIES	Housestaff participate in the teaching programs and educational activities of their individual departments under the guidance and direction of the Division Chief, Department Chair, Program Director and the Chief of Service / Medical Director to which they are assigned.
USMLE STEP III / COMLEX III	All residents must pass USMLE Step III or COMLEX III.
DRUG SCREEN	Urine Testing is required for some affiliated institutions.
Salary 10/1/2021	HO I \$59,456 HO II \$61,384 HO III \$63,618 HO IV \$65,973 HO V \$68,831 HO VI \$71,364 HO VII \$74,288

Eligibility and Selection Requirements

ELIGIBILITY:

To be eligible for a training position, a physician must be a graduate of an LCME accredited medical school in the United States or Canada or an AOA accredited Osteopathic school in the United States. Graduates of international medical schools must hold a current valid ECFMG certificate, or possess a full and unrestricted license to practice medicine in the state of New Mexico, or have completed a Fifth Pathway program in an LCME accredited medical school.

All Houseofficers must have valid work authorization to be eligible to participate in a residency or fellowship program at UNM. Foreign medical graduates who do not possess valid work authorization prior to beginning their program must seek a valid work authorization through the Educational Commission for Foreign Medical Graduates (ECFMG) in the form of a J-1 training visa. UNM Graduate Medical Education does not sponsor individuals for employment-based visas, including but not limited to H-1B visas. Houseofficers who do not obtain, renew, or maintain valid work authorization will not be allowed to participate in their residency or fellowship program during the period in which work authorization is not valid. Houseofficers who are unable to obtain sponsorship or renewal of a J-1 visa through the ECFMG within sixty (60) days of their start date in a residency or fellowship program or the renewal date of the J-1 visa may be released from their training program. Houseofficers who lose their work authorization for any reason have sixty (60) days from the loss of the work authorization to obtain a valid work authorization; failure to do so may result in their release from their training program. Eligibility for training at UNM does not guarantee future eligibility for granting of an unrestricted professional license by the New Mexico Medical Board.

HOUSEOFFICER EXCLUSIONS FROM FEDERAL PROGRAMS (OIG/GSA):

University standard and federal law requires all Houseofficers to be investigated through the US Department of Health and Human Services Office of Investigator General (OIG) and Government Services Administration (GSA). The OIG and the GSA have the authority to exclude individuals and businesses who have engaged in fraud of Medicare, Medicaid, or other Federal health care programs from receiving payment or reimbursements from a Federal health care program. Federal programs include NIH, Medicare, Medicaid, Tricare, Veteran Programs, and others. Cases for exclusion include: convictions for program related abuse, patient abuse, licensing board actions, and default on health education assistance loans.

Houseofficers must be eligible for employment as verified by the US Department of Health and Human Services Office of Inspector General (OIG) and the Government Services Administration (GSA). Individuals on the OIG/GSA Exclusion List will not be considered for hire. Once hired, periodical checks will be made for eligibility of continued employment. Houseofficers who appear on the list after the initial hiring will be excluded from the UNM HSC training programs. Houseofficers will have the right to the appeal process developed by the US Department of Health and Human Services Office of Investigator General.

The Office of Graduate Medical Education will be responsible for the initial check on OIG/GSA and EPLS databases. Thereafter, a periodic list of Houseofficers physicians will be provided to the HSC Compliance Office. The Houseofficers Physician Contract will include an acknowledgement by the Houseofficers that they have not been disqualified from the CMS list of physicians.

SELECTION:

UNM sponsored programs participate in the National Residency Matching Program and other specialty matches to fill their positions. The University is an Equal Opportunity employer and makes selections based on the preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity. Programs do not discriminate with regard to sex, race, age, religion, color, national origin, disability, veteran status, sexual orientation, ancestry, or medical conditions or ACGME required status.

LEVEL OF APPOINTMENT:

The level of appointment within the training program is determined by the number of years of Postgraduate and graduate training. The verification of the level of competency which are approved by, and acceptable to the Department, Institution, Residency Review Committee, and certifying board of the particular specialty of pursuit.

**The University of New Mexico
Graduate Medical Education**

Resident Physician OIG/GSA Exclusions

University standard and federal law requires all Resident Physicians to be investigated through the US Department of Health and Human Services Office of Investigator General (OIG) and Government Services Administration (GSA). The OIG and the GSA have the authority to exclude individuals and businesses who have engaged in fraud of Medicare, Medicaid, or other Federal health care programs from receiving payment or reimbursements from a Federal health care program. Federal programs include NIH, Medicare, Medicaid, Tricare, Veteran Programs, and others. Cases for exclusion include: convictions for program related abuse, patient abuse, licensing board actions, and default on health education assistance loans.

Resident Physicians must be eligible for employment as verified by the US Department of Health and Human Services Office of Inspector General (OIG) and the Government Services Administration (GSA). Individuals on the OIG/GSA Exclusion List will not be considered for hire. Once hired, periodical checks will be made for eligibility of continued employment. Residents, who appear on the list after the initial hiring, will be excluded from the UNM HSC training programs. Residents will have the right to the appeal process developed by the US Department of Health and Human Services Office of Investigator General.

The Office of Graduate Medical Education will be responsible for the initial check on OIG/GSA and EPLS databases. Thereafter, a periodic list of Resident Physicians will be provided to the HSC Compliance Office. The Resident Physician Contract will include an acknowledgement by the Resident that they have not been disqualified from the CMS list of physicians.

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CONFIDENTIALITY AGREEMENT

I, _____, understand and acknowledge that I may receive or have access to patient health information that is confidential and protected from disclosure under federal and state privacy laws, including the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Rule. I agree that I will not discuss nor release any protected health information of patients to any unauthorized person except as required to comply with law or regulation. I will use protected health care information only as it relates to my job duties or the purposes for which the protected health information has been disclosed to me unless disclosure is required to comply with law or regulation.

I understand that violation of this Confidentiality Agreement (“the Agreement”) is grounds for immediate termination of my relationship with the University of New Mexico Health Sciences Center (“HSC”) and could constitute a violation of federal and/or state privacy laws and subject me to fines, penalties and other actions under those federal and state privacy laws. I understand that this Agreement does not stop me from reporting breaches of confidentiality that I observe to the United States Department of Health and Human Services.

I agree to adhere to any requirements by the HSC that pertain to maintaining patient confidentiality and the confidentiality of all patient information I may access in the course of my relationship with the University of New Mexico Health Sciences Center. I further agree to abide by the confidentiality terms of this Agreement even after termination of my association with the HSC.

Signed: _____

Printed Name: _____

Date: _____

Benefit Manual – Houseofficers and the University (the “GME Regulation and Benefit Manual”); policies and procedures of the School of Medicine, Office of GME and applicable University of New Mexico policies and procedures, as such policies and procedures may be updated from time to time.

C. TERM AND TERMINATION

1. **Term:** This Agreement, and Houseofficer’s appointment, shall be for the period of [one year] beginning at 8:00 a.m. on [_____, 2020] (the “Commencement Date”) and ending at 8:00 a.m. on [_____, 2021], subject to earlier termination as set forth herein. [IV.B.2.b]

2. **Termination by Houseofficer:** In the event of voluntary termination of this Agreement and his/her appointment by Houseofficer, the Houseofficer shall render due notice of resignation from his/her Program in writing, to the Program Director, Department Chair and the Office of GME no less than thirty (30) days prior to his/her final day of training.

3. **Termination by the School of Medicine:** The School of Medicine may terminate this Agreement and Houseofficer’s appointment if Houseofficer fails to satisfy or continue to meet the terms and conditions of this Agreement or otherwise breaches this Agreement, if the Program closes or if the Program reduces resident/fellow capacity in accordance with applicable policies. This Agreement shall terminate automatically and immediately in the event Houseofficer is dismissed or otherwise terminated from the Program, including as connected to academic or clinical underperformance. Upon termination, all financial obligation of the School of Medicine ceases. The Senior Associate Dean for Graduate Medical Education is authorized to initiate School of Medicine action under this paragraph.

4. **Termination Rights of Affiliated Hospitals:** The Chiefs of Service, Program Directors, Medical Directors or Hospital Administrators of The University of New Mexico affiliated hospitals may terminate the activity of Houseofficer in any of the affiliated hospitals for violations of hospital policy. Any such termination will not automatically terminate this Agreement, but may be grounds for adverse action procedures or dismissal.

D. BENEFITS

1. **Benefits:** The following benefits will be provided in accordance with established policies and procedures of The University of New Mexico School of Medicine, Division of Graduate Medical Education, as may be amended from time to time.

a. **Vacation and Leave of Absence:** Houseofficers are afforded vacation and leave benefits including: educational leave, annual leave/vacation, sick leave, maternity/paternity/family leave, catastrophic leave, military leave, wellness leave/days, bereavement leave, professional leave and union leave. Additional information on vacation and each type of leave is available in the School of Medicine, Office of the GME’s *Vacation and Leave Policy*. As set forth below, leaves of absence may impact Houseofficer training and the Houseofficer’s ability to meet Program and board eligibility requirements. [IV.B.2.i]

b. **Insurance:** Houseofficer is provided health, dental, vision, long-term disability, and life benefits. Houseofficer must either enroll in the offered health insurance plan or provide documentation of coverage under another plan. Houseofficers are eligible for health, disability and life insurance benefits as of the Commencement Date. Enrollment in the health insurance plan requires a monthly payment by the Houseofficer for single or family coverage. Disability insurance premiums are shared between the School of Medicine and Houseofficer. For additional information, and information on dental and vision insurance, refer to the Insurance section of the GME Regulation and Benefit Manual, and the certificate of coverage booklet available through the Office of the GME. [IV.B.2.g] [IV.B.2.h]

c. **Support Services:** As described in the GME Regulation and Benefit Manual’s section on Confidential Counseling and Other Support Services, the School of Medicine is committed to providing residents and fellows time for their well-being and to cultivating and maintaining a learning and working environment with a culture of respect and accountability for physician well-being. Houseofficer has access to support services, including counseling and

psychological services. Additional information on support services is set forth in the GME Regulation and Benefit Manual.

d. **Other Benefits:** Houseofficer is also provided additional benefits, as detailed under the Miscellaneous Benefits section of the GME Regulation and Benefit Manual, including, but not limited to: access to call rooms, uniforms, meals (while on call), parking (for a reduced fee), and security.

2. **Professional Liability Insurance:** Professional liability protection is extended to the Houseofficer and is regulated by the New Mexico Tort Claims Act (“Act”). Professional liability coverage, with tail coverage for alleged acts or omissions of Houseofficer with respect to claims within the scope of the Program made after Houseofficer’s completion of the Program, is provided to Houseofficer in accordance with the Act, beginning on the Commencement Date. A copy of the certificate of insurance is provided at the point of hire, prior to the Commencement Date, and additional copies are available from the Office of GME. Professional liability insurance will be provided for professional activities outside the Program (moonlighting, etc.) when those activities are internal and coordinated by the University of New Mexico in accordance with the Act. Legal defense is provided by the State of New Mexico. For further information, refer to the Professional Liability Insurance section of the GME Regulation and Benefit Manual and the School of Medicine, Office of GME’s policy on *Moonlighting*. [IV.B.2.f]

E. CONDITIONS OF EMPLOYMENT [IV.B.2.a]

Houseofficer shall satisfy the conditions to initial and continued appointment and employment as set forth below.

1. **Health Screen Questionnaire:** Houseofficer shall provide documentation on or before the effective date of this Agreement that Houseofficer is in good physical health.

2. **Visa:** If Houseofficer is not a United States citizen, he/she shall produce a valid work authorization/visa and other necessary documentation establishing Houseofficer’s eligibility to participate in clinical programs of graduate medical education, prior to the Commencement Date. The School of Medicine does not sponsor H-1B visas for graduates of international/foreign medical schools.

3. **Cardio-Pulmonary Resuscitation:** Houseofficer shall provide documentation of certification in basic Cardio-Pulmonary Resuscitation techniques for the term of this Agreement. See the GME Regulation and Benefit Manual for ACLS, PALS, and BLS requirements.

4. **Program Sites:** Houseofficer will participate in clinical care activities at the hospitals, clinics, and Program locations established by the Program, in accordance with Program schedules and rotations as assigned and prescribed by the Program Director or site director. Houseofficer shall adhere to all ACGME policies and procedures and standards applicable to Houseofficer, including Standards specific to the Houseofficer’s specialty as established by the applicable ACGME Review Committee. Houseofficer acknowledges and agrees that it may be necessary to alter hospital and Program sites set forth in Paragraph B based on changes in Program rotations and sites.

5. **Standards of Performance:** Houseofficer shall exercise his/her responsibilities as a Houseofficer, including clinical care activities and assigned duties prescribed for him/her by the hospital(s) to which Houseofficer is assigned, or by a staff doctor or department of the hospital(s), in a competent, efficient, satisfactory and courteous manner in strict accordance with the professional and ethical standards of the medical profession consistent with Houseofficer’s level of training. The UNM Graduate Medical Education Code of Professional conduct is described in the GME Regulation and Benefit Manual. Houseofficer clinical activities will be devoted solely to the advancement of the Program and Houseofficer’s training. Houseofficer will notify the Office of GME of any investigations by the New Mexico Medical Board or other agency.

6. **Work Hours:** Houseofficer shall adhere to the School of Medicine, Office of the GME’s *Clinical and Educational Work Hours* policy. As detailed in the Policy,

Houseofficer must enter all duty hours (clinical and educational work hours) weekly, in accordance with Program and Office of GME procedures. The Program and Houseofficer have a shared responsibility to ensure that clinical and educational work hour limitations are not exceeded. Additional information on work hours is set forth in the *Clinical and Educational Work Hours* policy. [IV.B.2.l]

7. **Rules and Policies**: In addition to the policies and procedures set forth in **Section B**, Houseofficer shall comply with applicable personnel policies or professional staff rules at the Program site(s) to which Houseofficer is assigned.

8. **Anti-Harassment**: Houseofficer shall adhere to applicable policies prohibiting sexual and other forms of harassment as further detailed in the School of Medicine, Office of GME's Policy on *Harassment*.

9. **Physician Impairment**: The University of New Mexico, its Programs and its affiliated hospitals, are drug-free and alcohol-free campuses. Houseofficers shall follow the guidelines of the School of Medicine, Office of the GME's *Resident and Fellow Impairment* policy addressing risks of impairment and impairment.

10. **No Restrictive Covenant**: Houseofficer is not subject to a non-competition clause or other restrictive covenant.

F. ACCOMMODATIONS FOR DISABILITIES

The University of New Mexico has a continuing commitment and responsibility to provide equal opportunities and reasonable accommodations to individuals with disabilities. In accordance with the conditions and provisions set forth in University of New Mexico policies and applicable laws, the School of Medicine provides equal opportunities and reasonable accommodations to individuals with disabilities. For further information, see the School of Medicine, Office of the GME's *Disability Accommodations* policy and the University Administrative Policy 3110 on Reasonable Accommodations for Employees, Job Applicants and Participants with Disabilities (UAP 3110 is available online at <http://policy.unm.edu>).

G. CONDITIONS FOR REAPPOINTMENT; PROMOTION [IV.B.2.d]

This Agreement is not intended, and shall not be construed, to guarantee Houseofficer reappointment to the Program. Promotion and reappointment decisions are made by the Program Director in consultation with the Department Chair and the Senior Associate Dean of GME based on the Houseofficer's readiness for advancement. It is expected that a houseofficer promoted to the next level of training will have the recommendation of the Department Chair; however, the Program Director retains final authority and accountability for promotion and decisions. Houseofficer's reappointment is not final until the Houseofficer executes a new Resident/Fellow Agreement of Appointment governing the subsequent Program year. Additional information on promotion and reappointment is set forth in the School of Medicine, Office of the GME's *Evaluation, Promotion and Renewal of Appointment* policy.

H. GRIEVANCE PROCEDURE AND DUE PROCESS [IV.B.2.e]

The School of Medicine strives to provide residents and fellows with an educational and work environment in which they may raise and resolve issues without fear of intimidation or retaliation. Information regarding complaints and grievances is set forth in the School of Medicine, Office of the GME's *Grievances and Due Process* policy. Such policy details procedures to resolve such issues while minimizing conflicts of interest and sets forth procedures governing the suspension, non-renewal, non-promotion or dismissal/termination of residents and fellows (houseofficers).

I. CERTIFYING BOARDS/EFFECT OF LEAVE

1. **Board Eligibility**: Each Program is responsible for providing Houseofficer with information relating to eligibility for certification by the relevant certifying board. Each program will be responsible for providing House Officers with a written policy in compliance with its program requirements concerning the effects of leave, for any reason, on satisfying the criteria for completion of the residency program; and information relating to the access to eligibility for certification by the relevant certifying board. [IV.B.2.k]

2. **Effect of Leave:** In certain instances following a leave of absence, Houseofficer may need to extend his or her time in the Program in order to satisfy the Program's requirements and the relevant certifying board's eligibility requirements. Houseofficer's Program Director, based on Houseofficer's Program requirements, specialty board policies and information provided to the Program Director regarding the proposed leave, shall provide Houseofficer with accurate information regarding the impact of a proposed extended leave of absence, both for completing the Program and with respect to Houseofficer's eligibility to participate in specialty board examinations. Additional information is available in the School of Medicine, Office of the GME's *Vacation and Leave Policy*. [IV.B.2.j]

J. INSTITUTIONAL CLOSURE/PROGRAM REDUCTION

In the event there is a reduction in the size or closure of the Program, Houseofficer is subject to the guidelines stated in the School of Medicine, Office of the GME's *Closure and Reduction Policy*. The School of Medicine will inform the Houseofficer as soon as possible if the School of Medicine intends to reduce the size of the Program or intends to close, transfer, or discontinue the Program. In such event, the Houseofficer will be provided certain resources, as detailed in the Closure and Reduction Policy. For further information, refer to the *Closure and Reduction* policy.

K. SUPERVISION

THE PROGRAM WILL PROVIDE GUIDANCE AND SUPERVISION OF THE HOUSEOFFICER BY QUALIFIED TEACHING FACULTY, FACILITATING THE HOUSEOFFICER'S PROFESSIONAL AND PERSONAL DEVELOPMENT WHILE ENSURING SAFE AND APPROPRIATE CARE FOR PATIENTS IN ACCORDANCE WITH APPLICABLE POLICIES AND PROCEDURES. FOR FURTHER INFORMATION ON THE SCHOOL OF MEDICINE'S GRADUATE MEDICAL EDUCATION SUPERVISION POLICIES, SEE THE SCHOOL OF MEDICINE, OFFICE OF THE GME'S POLICY ON SUPERVISION OF HOUSEOFFICERS.

L. MOONLIGHTING

Moonlighting, if permitted by the Program, must be authorized by the Program in writing. Houseofficer is responsible for obtaining approval for new moonlighting engagements and shall obtain authorization to continue previously approved moonlighting activities each academic year. All moonlighting activities are subject to the terms of approval (if granted) and the School of Medicine, Office of the GME's policy on *Moonlighting*. Visa conditions may restrict or prohibit moonlighting. For further information on Moonlighting policies and procedures, see the *Moonlighting* policy. [IV.B.2.i]

M. VENDORS

Interactions between Houseofficer and vendor representatives and corporations are subject to the School of Medicine, Office of the GME's *Vendor/Industry Relationships and Interactions* policy. Houseofficer must avoid any conflict of interest that may affect his or her independent judgment in the exercise of his responsibilities as a Houseofficer. Houseofficer must disclose any financial interest he or she may have in a transaction with the School of Medicine, as set forth in the *Vendor/Industry Relationships and Interactions* policy.

N. ENTIRE AGREEMENT

This Agreement, including attachments, referenced policies, and the GME Regulation and Benefit Manual, represent the entire agreement between the undersigned parties, and the sole remedy for breach shall be pursuant to the GME Regulation and Benefit Manual and referenced policies. Signature of this Agreement acknowledges the above, and receipt of the GME Regulation and Benefit Manual and other referenced policies, which are incorporated as part of this Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

REGENTS OF THE UNIVERSITY OF NEW MEXICO

INTENDING TO BE LEGALLY BOUND HEREBY, the parties have executed this Agreement on the dates indicated below.

Houseofficer Signature

Joanna Fair, MD, PhD
Senior Associate Dean,
Graduate Medical Education

Date: _____

Date: _____

Resident & Fellowship Applicants 2022-2023

1. Enclosed in the UNM HSC packet of materials for Residency is:

- Sample of UNM Resident Physician contract
- The UNM House Officer and the University Regulation and Benefit Manual
- Highlights of UNM House Staff Benefits where you will find Residency Eligibility Criteria
- Eligibility for employment based on verification by the US Department of Health and Human Services Office of the Inspector General and the Government Services Office of the Inspector General and the Government Services Administration

My signature below verifies I have received these materials.

2. My signature below verifies that I will abide by all policies of the UNM HSC, as detailed in the information provided to me, in regards to:

- Medical Records Confidentiality (use, collection, disclosure, storage, and destruction of private health information, including policies on e-mail, fax, and other electronic devices)
- Non-Discrimination
- Compliance with Hospital Policies and Applicable Law
- Supervision

Printed Name

Signature

Date

THE UNIVERSITY OF NEW MEXICO SCHOOL OF MEDICINE
GRADUATE MEDICAL EDUCATION
RESIDENT/FELLOW AGREEMENT OF APPOINTMENT

This Graduate Medical Education Resident/Fellow Agreement of Appointment (this “Agreement”) is entered into between The Regents of the University of New Mexico, a body corporate, acting through the Senior Associate Dean for Graduate Medical Education (the “Senior Associate Dean of GME”) of the University of New Mexico School of Medicine (the “School of Medicine”), and [_____] (“Houseofficer”).

The School of Medicine hereby appoints Houseofficer as a [**Program Year** ____ **Resident/Fellow**] in the School of Medicine’s [_____] graduate medical education training program (the “Program”) and employs Houseofficer as [**Houseofficer** ____], for term set forth in Section C.

The terms of the appointment as a Houseofficer and the terms of employment are set forth below:

A. SALARY/STIPEND [IV.B.2.c].

Houseofficer will receive the annual salary set forth on Attachment A for a Houseofficer at level [_____] for the [____ - ____] academic year. Houseofficer’s salary will be paid in accordance with the School of Medicine’s standard payroll schedule and procedures (less applicable taxes and fringe benefits), pro-rated for any partial year of appointment.

B. HOUSEOFFICER RESPONSIBILITIES [IV.B.2.a]

1. **Clinical Activities**: Houseofficer shall comply with, and act in accordance with, the standards of the ACGME and The Joint Commission as a trainee, house staff physician for patients at Houseofficer’s assigned hospital(s) within the clinical activities of Houseofficer’s Program. Either the Program Director or a patient’s attending physician may delineate the degree of responsibility expected of Houseofficer for each patient. Houseofficer shall have other responsibilities as directed from time to time by the Program Director and/or attending physician.

2. **Educational Activities**: Houseofficer shall actively participate in non-clinical Program activities, including in teaching programs and educational activities for his/her individual educational advancement, under the guidance and direction of the Program Director. Educational activities include but are not limited to: Houseofficer orientation, seminars/lectures, grand rounds, conferences, and committee participation. Through clinical and non-clinical activities, Houseofficer is expected to achieve competency in the following areas: patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, systems-based practice, and wellness. Houseofficer is expected to provide confidential written evaluations of the faculty and the Program annually.

3. **Medical Records**: Houseofficer shall keep and maintain, or cause to be kept and maintained, on a timely basis, appropriate records, medical and otherwise, relating to clinical care activities.

4. **Licensure**: Houseofficer shall have and maintain during the term of his/her appointment, an active medical license issued by the the New Mexico Medical Board, New Mexico Board of Osteopathic Medicine, or the New Mexico Board of Dental Medicine, as applicable, to participate as a resident/fellow at Houseofficer’s level of training. This Agreement shall not become effective unless and until the Houseofficer has obtained requisite physician or dental licensure in the State of New Mexico, as appropriate.

5. **Confidentiality**: Houseofficer shall protect the confidentiality of patient health information in accordance with applicable laws, rules, regulations, and School of Medicine policies. A violation of patient confidentiality obligations shall be a material breach of this Agreement and may result in termination.

6. **Other Responsibilities**: Houseofficer shall adhere to the policies and procedures set forth in the University of New Mexico Health Sciences Center: Regulation and