

# FLORIDA INTERNATIONAL UNIVERSITY HERBERT WERTHEIM (HWCUM)

## 2023-2024 RESIDENT CONTRACT

This Resident Contract ("Contract") is between Florida International University Board of Trustees ("FIU" or "University") on behalf of the Florida International University Herbert Wertheim College of Medicine ("HWCUM") and **{FirstName} {LastName}, {Degree}** ("Resident"). In consideration of the mutual promises and conditions set forth in this Contract, University and Resident agree as set forth below.

This Contract governs the relationship between the University and Resident in conjunction with regulations, policies and procedures of the University, that are not otherwise modified by the policies in the GME Manual, the HWCUM including, and the hospitals and clinical sites to which the Resident is assigned (collectively "Assigned Site"), and applicable accrediting agencies. The Resident agrees to abide by all the terms and conditions in this Contract.

- I. University Appointment: Resident accepts this full-time (1.0 FTE) appointment to a **{PGY}-{{Level}}** in the University's **{Training Program}** ("Program") which is approved by the Accreditation Council for Graduate Medical Education ("ACGME"). This Contract is contingent upon the Resident successfully completing all background check/drug testing process (including drug testing) as set forth in the GME Manual and any background check process (including drug testing) required by the Assigned Site.

- A. Duration of Appointment: This Contract is from **{Start date}** through **{End Date}** ("Contract Year"). The first two weeks of this Contract will be an orientation period.

The Resident will be evaluated periodically throughout the Contract year. Notwithstanding the Contract Year, and subject to the FIU GME Resident Promotion and Appointment Renewal Policy, this Contract may be renewed or terminated, in writing, upon recommendation by the FIU Program Director and at any time until the Program is successfully completed. The terms and conditions of renewal and non-renewal are described in the GME Manual. The terms and conditions of the Contract for future academic years may change at the University's sole discretion and/or as required by the ACGME.

- B. Resident Responsibilities: The position of Resident involves a combination of supervised, progressively more complex and independent patient evaluation, management functions and formal educational activities. The Resident is expected to fulfill the following personal, educational, and administrative responsibilities as set forth in Exhibit A.
    - C. Compensation: The University agrees to compensate the Resident during the Contract period at the rate of **\${Salary}** per annum. The Resident will be paid on a bi-weekly basis in accordance with the University's payroll schedule. The compensation paid to the Resident includes the following:

- 1) Meal Allowance: The meal allowance may be used to purchase meals while on shift.
- 2) Parking: Parking may be provided at Assigned Site at no cost to the Resident.
- 3) Professional Education Allowance: The professional development allowance may be used for attending educational conference, obtaining books or educational materials, or for other professional development activities or purchases.

Reimbursements: Reimbursement will not be available for expenses incurred as a result of travel to and from the Assigned Site and the University. In addition, the University will not provide the Resident with reimbursement for initial relocation expense or provide any housing subsidy.

- 4) University Benefits: The University will provide the following benefits to Resident.

- a) Health, Disability, Life and Other Related Health Coverages: At the conclusion of the orientation period, the University will offer the Resident and his/her eligible dependents with medical, dental, vision, basic life, short- and long-term disability, and certain other supplemental insurance coverages as described under State Group Insurance Program in accordance with FIU's group health benefit options. Short- and long-term disability will be provided by the University in accordance with the external policy in place.

- b) Retirement Benefits:

1. The State of Florida Optional Retirement Program (ORP):  
<https://hr.fiu.edu/employees-affiliates/benefits/>. Note that three percent of the biweekly salary will be deducted for the ORP plan. The State of Florida pays into the ORP at the current rate of 5.14% of the biweekly salary which is subject to change pursuant to the terms and conditions of the ORP Plan Documents. More information may be obtained at:  
[https://www.dms.myflorida.com/workforce\\_operations/retirement/optional\\_retirement\\_plans/state\\_university\\_system\\_optional\\_retirement\\_program](https://www.dms.myflorida.com/workforce_operations/retirement/optional_retirement_plans/state_university_system_optional_retirement_program)

2. Voluntary Retirement Plans (403(b)/457): <https://hr.fiu.edu/employees-affiliates/benefits/>

- c) Other Available University Benefits: The University also offers the following additional benefits and perks:

1. Tuition Waiver Program: <https://policies.fiu.edu/files/64.pdf>

2. Employee "perks" and services: <https://hr.fiu.edu/employees->

[affiliates/benefits/perks-services/](#)

3. Office of Employee Assistance: <https://hr.fiu.edu/employees-affiliates/assistance-wellness/>
4. Panther Active Wellness Services: <https://hr.fiu.edu/employees-affiliates/assistance-wellness/>

- d) Professional Liability Coverage: Florida law affords immunity from personal liability for FIU healthcare providers when their care and treatment of patients becomes the subject of a claim or lawsuit provided certain criteria. FIU healthcare providers will not be held personally liable for medical negligence, if the negligent act or omission occurred while the healthcare provider was acting within the scope of the Resident's FIU employment. FIU has a Self-Insurance Program ("SIP") to address these claims provided the SIP procedures. The SIP also affords Resident professional liability protection in certain circumstances when they act in the role of a "Good Samaritan." See the GME Manual for details regarding these professional liability coverages.

When providing professional services to Veterans covered by this agreement, properly appointed faculty members (except those providing services under a contract with VA) and properly appointed trainees of the Institution are protected from personal liability by the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C. 2679 (b)-(d). The liability, if any, of the United States for injury or VA FORM 10-9055 AUGUST 2018 PAGE 6 OF 8 loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

- e) Vacation and Leaves of Absence: The FIU HWCOM provides the Resident up to twenty (20) days of paid vacation time and ten (10) Wellness days per academic year as well as opportunities for leaves of absences (e.g., parental, Family and Medical Leave Act). See GME Manual for more details. This leave is available to the Resident on the first day of the Contract. The Resident is not entitled to any pay out for an unused leave by the termination of the Contract.

The Vacation and Leaves of Absence Policy provides details on the effect that a leave of absence will have on the Resident's ability to satisfy the requirements for the Program completion. If a leave of absence extends beyond the time allotted by the specialty specific medical board, an extension of the Program may occur at the direction of the Program Director.

## II. Other Important Policies

The GME Manual provides a wealth of important information to make the Resident successful. As a requirement of this Program, the Resident is required to abide by all provisions in the GME Manual including the following (which is not an exhaustive list).

- A. Work Site Hours: The GME Manual delineates the clinical and educational work hours.
- B. Moonlighting: Resident may not participate in outside employment (or moonlighting) except as outlined in the GME Manual and the applicable policies and procedures of the Assigned Site individual training program. Please note that any practice of medicine outside of the Contract is not within the scope of the FIU employment and is not covered through the SIP.
- C. Physician Impairment and Substance use: The University is a Drug Free Workplace as outlined in the GME Manual. As a condition of this Contract, the Resident consents to participate in any substance use testing conducted either by the University and/or the Assigned Site.
- D. Grievance and Due Process: The procedure and specific directions for filing a grievance are found in the GME Manual.

III. Other Important Considerations:

- A. Eligibility for Specialty Board Examination: Board examination eligibility for Residents will be determined at the completion of the Program. Eligibility may be delayed by leaves of absence that result in an extension of training. The Program Director will provide a final written summative evaluation of Resident performance as documentation of Resident's professional ability to practice in the designated area of specialization without supervision.
- B. Right to Modify: The University reserves the right to make changes without notice at any point to this Contract or any aspect of the Program.

C. Entire Contract: This Contract, including all attachments and exhibits hereto, constitutes the entire agreement between the Resident and the University and supersedes all prior and contemporaneous oral or written agreements (including any prior year contracts or appointments) or understandings between the University and Resident.

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{**FirstName**} {**LastName**} (signature)  
Resident

Date

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{**Program Director**} (signature)  
Program Director, {**Training Program**}

Date

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Robert L. Levine, MD (signature)  
Designated Institutional Official

Date

**On behalf of the Florida International University Board of Trustees:**

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(signature)  
Senior Vice President, Academic & Student Affairs

Date

## Exhibit A

1. To meet the qualifications for Resident eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the AMA Graduate Medical Education Directory. Please refer to specific ACGME institutional requirements and Residency Review Committees ("RRC") program requirements at [www.acgme.org](http://www.acgme.org), as well as the GME Manual for additional information.
2. To develop a personal program of self-study and professional growth with guidance from the teaching staff.
3. To provide safe, effective, and compassionate patient care, commensurate with the Resident's level of advancement, responsibility, and competence, under the general supervision of appropriately privileged attending teaching staff in accordance with the specific published supervision policies of the University (as contained in the GME Manual).
4. To participate fully in the educational and scholarly activities of the Program and, as required, assume responsibility for teaching and supervising other Residents and students.
5. To participate in FIU and the Assigned Site orientation and educational programs and other activities involving the clinical staff.
6. To submit to the Program Director confidential written evaluations of the faculty and the educational experiences.
7. To participate on FIU and/or Assigned Site's committees and councils to which the Resident is appointed or invited, especially those that relate to their education and/or patient care.
8. To develop competencies in:
  - a. Patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health
  - b. Medical knowledge about established and evolving biomedical, clinical, and cognate sciences and the application of this knowledge to patient care
  - c. Practice-based learning and improvement that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care
  - d. Interpersonal and communication skills that result in effective information exchange and teaming with patients, their families, and other health professionals
  - e. Professionalism, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population
  - f. Systems-based practice, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system of health care and the ability to effectively call on system resources to provide care that is of optimal value
9. To comply with duty hours assignments consistent with patient safety, educational requirements and personal development as outlined in by the Assigned Site's policies.
10. Case Documentation: documentation of clinical experiences, cases and/or procedures is mandated by the RRC. Residents who do not maintain accurate case documentation may not advance to the next level of training or be allowed to complete their program until compliance is achieved.
11. To apply for USMLE Step 3 or COMLEX Level 3 by the end of the first year of training (PGY1). Failure to pass by the end of PGY-2 will result in non-promotion to the PGY-3 level

or non-renewal of the Contract.

12. To abide by and adhering to all applicable state, federal and local laws as well as the standards required to maintain accreditation by the Joint Commission, ACGME, and any other relevant accrediting, certifying or licensing organizations.
13. To abide by and adhering to the standards of the Assigned Site including the legible and timely completion of patient medical records, charts, reports, statistical operative and procedure logs.
14. To participate in Medicare, Medicaid, Tricare or other Federal health care programs. A check will be performed of the U.S. Department of Health and Human Services Office of Inspector General ("OIG") list of excluded individuals and the U.S. General Service Administration ("GSA") excluded parties list system as part of your appointment process. If the Resident's name appears on the OIG or GSA excluded party lists or if the Resident is at any time excluded from participation in Medicare, Medicaid, Tricare or other Federal health care programs or are convicted of a criminal offense related to the provision of health care items or services, this Contract is and the Resident's participation in the graduate medical education program may be terminated immediately.
15. To pay all financial obligations to the University in a timely manner. The Resident agrees that, in the event he/she has any unpaid financial obligation(s) to the University, the University is authorized to withhold issuance of the certificate of program completion until all such financial obligations are paid in full and to take any other steps as outlined in FIU Regulation 1111 Employee Debt Collection bot.fiu.edu.
16. Disclaimer or Resident Assertions: The Resident agrees that, unless approved by the University's Chair, all materials compiled or published by the Resident relative to training and experiences received at the University and the Assigned Site, or arising from participation in training, patient care, or research pursuant to this Contract, will clearly state that the opinions or assertions contained therein are those of the Resident and not those of the University.
17. Certificate of Completion: A certificate of completion of graduate medical training will be issued to a Resident on the recommendation of the Program Director only after satisfactory completion of service and educational requirements and fulfillment of all other obligations and debts. Access to information about Board eligibility and examinations may be found at: <http://www.abms.org/>.