

UNIVERSITY OF MIAMI MILLER SCHOOL OF MEDICINE
REGIONAL MEDICAL CAMPUS

_____ Residency

**RESIDENT CONTRACT
201X -201X**

This Resident Contract is made and entered into by and between the University of Miami, for and on behalf of the University of Miami Miller School of Medicine and its Regional Medical Campus (hereinafter "University" and _____ M.D., (hereinafter "Resident"). In consideration of the mutual promises and conditions set forth in this Contract, University and Resident, agree as follows:

1. Resident accepts appointment to the University's INSERT RESIDENCY Program (hereinafter "Program"), which is approved by the Accreditation Council for Graduate Medical Education, as a PGY-_____ from July 1, 201X through June 30, 201X.
2. **Duration of Appointment:** While it is generally understood that efforts will be taken to assure that an individual who has met all requirements of his/her training program and conducted himself/herself appropriately will be allowed to complete the training program to which he/she was accepted, this Contract is for one year only and is subject to renewal prior to each academic year. In addition, acceptance into an initial residency at the University does not assure acceptance into subsequent advanced training programs nor does it assure transfer into another training program at the University.
3. **Compensation:** The University agrees to compensate the Resident during the above appointment period under this Contract at the rate of \$_____per annum. All residents at comparable levels will be compensated according to the same salary schedule, which is included in the Residency Policy and Operations Manual.
4. **Medical, Dental, Disability, and Life Insurance:** The University will provide residents with health, disability, and life insurance. Benefits are described more fully in the Residency Policy and Operations Manual. As a component of their benefits, all residents will participate, free of cost, in the University of Miami's HMO2 plan. If residents wish to have family members covered under the HMO2 plan, the resident will be responsible for the premium(s) for each family member. Residents should refer to the Residency Policy and Operations Manual to familiarize themselves with the conditions of the plan, including but not limited to deductibles, co-payments for non-participating physicians/institutions, and benefits for dependents.
5. **Professional Liability Protection:** The University of Miami will provide all residents with a legal defense and protection against awards for alleged acts or

omissions of the residents occurring during and within the scope of their University appointment and educational program during the course of their training as well as afterward. Details can be found in the Residency Policy and Operations Manual. Professional liability protection is not provided to residents for incidents occurring outside the scope of their University employment or function.

6. **Vacation/Leave of Absence Policies:** Residents are eligible for a total of 4 weeks of paid vacation, medical, personal/sick leave, and maternity/paternity leave per year, or 12 weeks of leave over the course of the residency program. Leave taken in excess of these maximums will be without pay and must be made up prior to completion of the residency program. Definitions of each category of leave, conditions under which leave may be taken, leave limitations and the effect that leave may have on the satisfaction of residency program requirements and board eligibility are provided in the Residency Policy and Operations Manual.
7. **Professional Education Allowance:** A professional development allowance of \$1,200.00 is provided for (one year), which may be used for obtaining licensure, DEA registration, educational conference attendance, or for other professional development activities or purchases approved by the Residency Program Director. Residents should refer to the Residency Policy and Operations Manual for further information about the use of the professional education allowance.
8. **Other Perquisites:** Residents will be provided with two lab coats at the beginning of each residency year. Residents who are assigned to take in-house call will receive meals and suitable quarters for sleep and study. Neither the University nor the affiliated hospitals provide sleeping facilities or food for family members during call tours. Parking will be provided at all affiliated hospital sites at no cost to the resident, with the exception of Jackson Memorial Hospital where there is a charge. A cell phone allowance of \$48.00 per month will be provided to the resident.
9. **Duty Hours Limitation:** Residents will not work more than 80 hours per week (averaged over a four-week period), will have one day off per seven days (averaged over a four-week period), and will have a minimum of ten hours between assigned duty periods. Residents should refer to the Residency Policy and Operations Manual for a complete description of duty hour limitations.
10. **Policy on Moonlighting and Professional Activities Outside of the Training Program:** Residents may not accept outside employment or engage in other outside activity, compensated or uncompensated, which may interfere with the full and faithful performance of clinical responsibilities. Any proposed outside professional activities must be reported in writing to and approved in advance by the Program Director and the University's College of Medicine Associate

Dean for Graduate Medical Education. The SIP does not provide liability protection for residents for incidents occurring in the course of outside professional activity. Residents should refer to the Residency Policy and Operations Manual or contact the Office of Graduate Medical Education for additional information regarding the approval of outside activity.

11. **Counseling, Medical and Psychological Support Services:** The "Employee Assistance Program (EAP)" is provided to all residents as a benefit of their employment by the University. Services include counseling, rehabilitation, alcohol and drug abuse, grief and loss, financial counseling, and others. Residents are advised to consult the Residency Policy and Operations for a full description of this benefit. The EAP is a confidential service which utilizes health care providers outside of the normal house staff experiences to assure privacy and freedom from interaction with colleagues or supervisors.
12. **Resident Impairment:**
 - A. **Problem Identification** - Residents may be required to submit to drug/alcohol or clinical screening tests. If a resident shall, by virtue of his/her laboratory tests, behavior, deportment, or performance, raise concern that s/he is suffering from an emotional disorder including, but not limited to, substance abuse, s/he may, at the discretion of the program director of his/her program, be required to undergo clinical or drug/alcohol screening. Such examinations may be required periodically. Behaviors which might indicate the necessity for evaluation would include, but not be limited to the following:
 - i. Dereliction of normal duties
 - ii. Inability to be aroused while on call and/or persistent tardiness
 - iii. Disorganized thinking or memory impairment
 - iv. Unprofessional or otherwise inappropriate behavior with peers, patients and their families, teaching faculty, or nursing staff
 - v. Demonstration of a disorder of mood such as depression or anxiety of such severity that it places the patients under his/her care at risk
 - B. **Dealing with Impairment** - If clinical evaluation and/or substance abuse screening determines that a disorder is present, the following options are available. Depending upon the severity of the resident's impairment, and at the sole discretion of his/her Program Director (in consultation with the Department Chairperson), the following actions will be taken:
 - i. The resident will be monitored by the Florida's Health Professional Resource Network (PRN) and will participate in group or individual therapy or other (AA or NA) activities as recommended by the Professional Resource Network). *Note:* Participation in the PRN is confidential. If a licensee is referred to the program, has a qualifying

diagnosis, and complies with PRN requirements his or her name will not be disclosed to state regulatory authorities or the public. Provided there is no readmission, records of PRN participants are destroyed five years after successful completion.

- ii. The resident may be permitted to continue to function with modification in his/her service load and/or supervision as deemed appropriate by his/her program director.
 - iii. The resident may be suspended or placed on sick leave
 - iv. The resident may be placed on a formal leave of absence
 - v. Malfeasance, dereliction of duty or lack of compliance with treatment recommendations could lead to dismissal from the program
- C. Due Process - Residents are entitled to due process as set forth in their contracts and/or manual in the resident grievance procedure.
- D. A resident with a documented substance abuse problem may be listed in the "National Practitioner Database" per the NPD rules.
13. **Discipline and Discontinuation:** Each resident's continuation in the program is dependent upon his/her satisfactory performance in accordance with professional patient care standards and the criteria of his/her program, and compliance with the conditions and requirements of this contract and the Residency Policy and Operations Manual.

The University agrees that any academic or other disciplinary action, including dismissal, which may be taken against resident, will be in accordance with fair institutional policies and procedures as described in the Residency Policy and Operations Manual. The University agrees that the adjudication of any resident complaints and grievances related to actions which could result in dismissal or could significantly threaten the resident's intended career development will be in accordance with institutional policies and procedures as described in the Residency Policy and Operations Manual.

14. **Renewal/Non-renewal of Resident Appointments:** All residency appointments shall be for a period not to exceed one year and may be renewed by the DIO, in writing, upon recommendation by the Program Director. The University does not require residents to sign a non-competition guarantee. Letters of appointment generally are mailed during the second half of each academic year; each such letter of appointment is contingent upon the resident's satisfactory completion of the then academic year. Therefore, in the event a resident is dismissed at anytime during the academic year, or if for any reason a resident fails to satisfactorily complete the academic year, any previously issued reappointment letter shall be considered null and void.

In the event a decision is made not to reappoint a resident, the resident shall be advised of such a decision in writing by the Program Director at least four months prior to the end of the appointment. However, if the primary reason(s) for the non-reappointment (renewal) occur(s) within the four months prior to the end of the contract, the program director will provide the resident with as much written notice of the intent not to reappoint (renew) as the circumstances will reasonably allow prior to the end of the current appointment (contract). This notice shall include a brief description of the grounds for the determination not to renew the resident's appointment. Individuals who are not re-appointed have full rights of appeal as described in the Residency Policy and Operations Manual.

15. **Grievance Procedures:** Residents are provided full protection against unfair treatment through a formal grievance procedure. Specific directions for filing a grievance are found in the Residency Policy and Operations Manual. Residents are advised that defined time intervals apply to most grievances and delay beyond these prescribed times may exclude the possibility of filing a grievance. Grievances should be filed with the Office of Graduate Medical Education at which time assistance will be provided in a fair and impartial manner.
16. **Policies on Gender or Other Forms of Harassment:** The University's College of Medicine published specific guidelines regarding all forms of harassment, which are consonant with the rules and policies of the University as well as laws and rules of the state of Florida. Sexual harassment, in particular, as well as all other forms of harassment, is inconsistent with the role of a professional and is not tolerated by the University. Individuals with knowledge of harassment are encouraged to promptly report such activity to the Office of the Dean of the University's College of Medicine.
17. **Residency Reduction/Closure:**
 - A. In the event that the University of Miami chooses to reduce the number of residents in a program, the following must occur:
 - i. The Graduate Medical Education Committee will discuss and consider the impact a reduction of resident numbers will have on services provided by the residency with the Program Director.
 - ii. The Graduate Medical Education Committee will notify the Program Director of the decision to reduce the number of residents in their program at least 9 months prior to the NRMP Match.
 - iii. Residents under contract will be informed of the decision to reduce the number of residents in a program as early as possible once the decision is made.

- iv. Residents under contract will be allowed to complete their program if they continue to meet the requirements for advancement and graduation.
 - v. The affiliated hospitals will provide the Program Director with the necessary resources to graduate residents under contract.
 - vi. Changes in services provided by the residents that occur as a result of a reduction are at the discretion of the Program Director.
- B. In the event that the University of Miami chooses to close a residency program, the following must occur:
- i. The University's Designated Institutional Official will notify the Program Director at least 1 year in advance of a closure of a program.
 - ii. Residents under contract will be informed of the decision to close their residency as early as possible.
 - iii. Residents under contract will be allowed to complete their program if they continue to meet the requirements for advancement and graduation.
 - iv. The affiliated hospitals will provide the Program Director with the necessary resources to graduate residents under contract. Residents under contract will be informed of the decision to reduce the number of residents in a program as early as possible once the decision is made.
 - v. If a resident in the program desires to transfer to another residency program, faculty will assist in finding a new program. Should the resident find another program, he/she will be released from his/her contract with a 30-day written notice.
18. **Residents' Responsibilities:** Residents are expected to conduct themselves as professionals in all situations. As such, residents are expected to dress appropriately, use appropriate language, refrain from actual or perceived harassment and interact with patients, families, and co-workers in a congenial and constructive manner. As mature adults with professional responsibility and standing, residents must be committed to quality excellence in all aspects of their activities and are expected to positively represent the University and the Affiliated Hospitals in all activities, both within and outside of the workplace.

Residents' responsibilities include:

- A. Developing a personal program of self-study and professional growth with guidance from the teaching staff.
- B. Participation in safe, compassionate and cost efficient patient care under supervision, commensurate with level of advancement and responsibility and advising all patients at an appropriate time of their status as University-employed residents.

- C. Participating fully in all the educational activities of the Program and, as required, assuming responsibility for teaching and supervising other house staff and residents.
- D. Participation in all required orientations, continuing education and safety seminars.
- E. Participating in institutional programs and activities involving the medical staff and adhering to established practices, procedures, policies and medical staff by-laws of the university and of the relevant Affiliated Hospital.
- F. Participation in institutional committees and councils, especially those that relate to patient care review activities and residency oversight activities.
- G. Assuring state licensure or registration as required by the Florida Department of Professional Regulation as described in the Resident Handbook.
- H. Complying with the scope of practice documents pertinent to the training program and obtaining an appropriate level of supervision for all patient care activities.
- I. Maintaining records as required of hours worked and days not worked and providing information to the Program Director and Office of Graduate Medical Education upon request.
- J. Moonlighting (employment outside of residency responsibilities) is limited to that which is approved in writing by the Program Director and within the limits of the 80-hour workweek. Refer to the Residency Policy and Operations Manual.
- K. Timely payment of all financial obligations to the University. 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.

Resident's Signature

Date

Program Director's Signature

Date

Designated Institutional Official's Signature

Date