

UNIVERSITY OF MIAMI  
MILLER SCHOOL  
of MEDICINE



**University of Miami/JFK Medical Center  
Palm Beach Regional  
GME Consortium**

**Graduate Medical Education Manual**

**2017 - 2018**



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## Introduction

The following policies and guidelines have been developed to ensure and enhance the quality of graduate medical education at the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium. These policies and guidelines are intended to provide an overall framework for the graduate medical education programs sponsored by the Consortium. The policies have been developed with the intention of meeting accreditation requirements, but more importantly to improve the overall quality and effectiveness of graduate medical education for the participants, the administrators of the programs, the participating institutions, and the patients who are served by the programs.

No policy or guideline can be developed to cover every situation. The unique nature of the programs in graduate medical education requires each program to consider carefully the requirements of the discipline and specialty in order to ensure a clinically and academically sound course of study. Therefore, it is recognized that these policies provide a general, broad set of criteria for graduate medical education programs sponsored by the Consortium.

Programs with more stringent requirements such as accreditation program requirements, utilization of unique evaluation forms for the advancement of residents, designation of teaching and non-teaching members of the department, etc. must provide the resident with these standards and/or policies in writing. It is recommended that all residents receive a copy of the ACGME Institutional and Program Requirements for their particular discipline/program.

## Graduate Medical Education Contact Information

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[gagarwal@med.miami.edu](mailto:gagarwal@med.miami.edu)

The Ombudsperson is available as a resource to report any concerns or issues about your training program.

### UM GME Confidential Hotline

(561) 548-1773

The hotline is a voicemail that is available 24 hours a day 7 days a week. The GME Hotline has been established as an anonymous method for you to report concerns or issues about your training program, our institution or work environment.

### GMEC Resident Representatives 2017 - 2018

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## The Graduate Medical Education Committee (GMEC)

### A. Purpose

The Graduate Medical Education Committee (GMEC) will oversee the conduct and management of all residency programs for which the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium is the Sponsoring Institution. To accomplish this mission, the Consortium will sponsor graduate medical education programs that meet the health care needs of the people of the state of Florida. The Consortium will ensure that all residency programs for which the within the Sponsoring Institution are accredited by the Accreditation Council for Graduate Medical Education (ACGME).

The Graduate Medical Education programs of the Consortium are conducted under the aegis of its governing body, the Executive Board, as delegated to the Designated Institutional Official (DIO) for Graduate Medical Education.

The GMEC shall ensure that the Consortium sponsored resident training programs are:

1. Quality educational experiences for residents.
2. Managed in a manner that promotes full compliance with the institutional and program requirements of the ACGME.
3. Are reviewed through the Annual Program Evaluation review process each year.

### B. Authority

The Graduate Medical Education programs of the Consortium are conducted under the aegis of its GMEC (or as delegated to the Designated Institutional Official), and governed by the authority granted by the Executive Board. The GMEC may demand a Special Review of a Program at any time that the GMEC finds that the program has failed to comply with requests and/or actions of the committee, or is in lack of compliance with ACGME Program Requirements.

### C. Organization

1. Membership on the GMEC will include the:
  - a. Designated Institutional Official (DIO) (or his/her designee).
  - b. Program Director for each UM/JFK Palm Beach Regional GME Consortium institutionally sponsored residency program.
  - c. Residents from each of the Consortium's sponsored residency programs to be elected by his/her peers.
  - d. Directors for Graduate Medical Education from the Participating Institutions.
  - e. A Quality Management/Patient Safety Officer (or his/her designee).

2. Length of membership on the GMEC shall be coterminous with one's administrative or training position.
3. The Designated Institutional Official of the Consortium shall serve as chair of the GMEC. In the absence of the Designated Institutional Official, the Consortium's Director of Graduate Medical Education will chair the meetings.
4. The Chair of the GMEC will establish the agenda and call meetings of the Committee. Members are to be given at least ten (10) calendar days prior notice of regular meetings and five (5) calendar days' notice of special meetings.
5. A quorum for the conduct of business shall be defined as the presence of at least one resident and four additional voting members for a properly called meeting.
6. All members shall have a vote on matters brought before the Committee. However, the Chair of any meeting shall cast his/her ballot only when necessary to resolve a tie vote.

#### **D. Frequency of Committee Meetings**

The GMEC will meet at least quarterly, and more frequently as needed. Written minutes of each meeting that document the execution of all required GMEC functions and responsibilities will be kept and submitted for approval at each quarterly meeting. Once approved, minutes will be made available to all members.

#### **E. Subcommittees**

The GMEC has the authority to form subcommittees to assist with GMEC tasks and responsibilities. Subcommittees serve as an advisory council on assigned areas of responsibility and make recommendations to the GMEC for action or approval.

1. The Chair of the GMEC will appoint the Chair of the Subcommittee.
2. GMEC membership is not required to be a member of a subcommittee.
3. Any subcommittees of GMEC that address required GMEC responsibilities must include a peer-selected resident/fellow.
4. Formal minutes will be recorded and presented to the GMEC for approval.
5. Subcommittee actions that address required GMEC responsibilities must be reviewed and approved by the GMEC.
6. Should the subcommittee recommend an action that needs an immediate decision, the Chair of the GMEC may call an ad hoc meeting or conduct an electronic membership vote.

## F. Responsibilities

The GMEC will have oversight of:

1. Regular review of the Sponsoring Institution and all its residency programs to assess compliance with the Institutional, Common, Specialty, and Subspecialty Requirements of the ACGME Review Committees (RC).
2. Assure quality in the learning and working environment within the Sponsoring Institution, each of its ACGME accredited programs and its participating sites.
3. Assure that each program provides a quality educational experience through its curriculum and evaluation system to ensure that residents demonstrate measurable achievement of educational outcomes as identified in each set of Common, Specialty or Subspecialty Program Requirements.
4. Maintain oversight of the programs' annual evaluation and improvement activities.
5. The processes related to reductions and closures of individual ACGME accredited programs, major participating sites and the Sponsoring Institution.

The GMEC will review and approve:

1. Establishment, implementation and monitoring of policies that affect all sponsored residency programs regarding the quality of education and the work environment for the residents.
2. Annually review and make recommendations on resident stipends, benefits and funding for resident positions to assure that these are reasonable and fair.
3. Review and approve all applications for new programs and subspecialties prior to submission to the ACGME.
4. Review and approve permanent changes in resident complement.
5. Evaluate and approve major changes in program structure or length of training.
6. Assess and approve requests for addition and/or deletion of participating institutions prior to submission in ADS.
7. The GMEC must approve the appointment of new program directors.
8. Review and approve progress reports requested by any RC prior to submission.
9. Review and approve responses to Clinical Learning Environment Review (CLER) reports prior to submission to the ACGME.



10. Review and act on requests from programs prior to submission to an RC for exceptions in the weekly limit on resident duty hours.
11. The GMEC must be consulted and approve voluntary withdrawals of ACGME accredited programs.
12. GMEC must review and approve requests for an appealing an adverse action to the ACGME.
13. Appeal presentations need GMEC approval prior to going before the ACGME Appeals Panel.

### **G. Annual Institutional Review**

The GMEC must demonstrate effective oversight of the Sponsoring Institution's accreditation through an Annual Institutional Review (AIR).

1. The GMEC must identify institutional performance indicators for the AIR, which include:
  - a. The results of the most recent institutional self-study visit.
  - b. The results of ACGME surveys of residents/fellows and core faculty members.
  - c. Notification of each of its ACGME-accredited programs' accreditation statuses and self-study visits.
2. The AIR must include monitoring procedures for action plans resulting from the review.
3. The DIO must submit a written annual executive summary of the AIR to the Governing Body.

### **H. Special Review**

The GMEC must demonstrate effective oversight of underperforming program(s) through a Special Review process. Refer to the Special Review Protocol for specific guidelines.

1. The Special Review process must include a protocol that establishes criteria for identifying underperforming programs.
2. The Special Review will result in a report presented to GMEC that describes the quality improvement goals, the corrective actions, and the process for monitoring of outcomes.

## Institutional Agreements with Participating Institutions Policy

Programs sponsored by University of Miami/JFK Medical Center Palm Beach Regional GME Consortium involving teaching hospitals or health systems affiliated with the Consortium shall be governed by written affiliation agreements, letters of agreement, and/or bylaws of community corporations of the Consortium and each Major Participating Institution. Master Affiliation Agreements will exist with those Major Participating Institutions where the Consortium sponsored residency programs take place. Essential elements of the institutional agreements will specify:

1. Identification of the officials at the participating institution or facility who will assume administrative, educational, and supervisory responsibility for the resident(s).
2. The educational goals and objectives to be attained within the participating institutions.
3. The period of assignment of the residents to the participating institution, the financial arrangements, and details for insurance and benefits.
4. The participating institution's responsibilities for teaching, supervision, and formal evaluation of the residents' performances.
5. The policies and procedures that govern the resident's education while rotating to the participating institution.
6. The processes by which budgetary decisions are made including the roles of Liaison Committees if appropriate.
7. Such affiliation agreements or contracts may contain a "termination clause." Any such statement must recognize the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium GMEC policy that residency program closure must not affect the resident's ability to complete a residency program. Therefore, the Program Director together with the Designated Institutional Official (DIO) of the Sponsoring Institution must arrange for the resident(s) to transfer to another ACGME accredited program, or must conclude the program for the residents in training.

## Resident File Contents, Access and Length of Time Kept Policy

### Program Responsibilities

Each program sponsored by University of Miami/JFK Medical Center Palm Beach Regional GME Consortium shall maintain a file (paper or electronic) concerning each resident. The file shall include: name and social security number, curriculum vitae, program application, medical school diploma, medical school transcripts, Dean's letter, a valid copy of the ECGMG certificate if the trainee is an IMG and a copy of their compensation contract. Electronic copies are to be maintained in the residency management system.

Each program shall have an Access policy specifically stating which individuals will have file access (this may be by title).

Each program shall ensure that the resident file will contain a record of the trainee's specific rotations including:

1. The name of the rotation and the primary physician supervisor; its location, identify whether there is patient care involved; and an overview of rotation objectives (may be on the program's web site).
2. Written evaluations (either paper or electronic) from faculty and others (e.g., other health professionals or patients) that the Program may identify as trainee evaluators. Periodic summative evaluations must also be part of the resident file.
3. Record of disciplinary actions - note: should include information on delay in promotion and remediation. Information concerning academic probation should also be included.

On reasonable request, the trainee shall have access to his/her file under the direct supervision of a designated staff member of the Program or Office of Graduate Medical Education. The trainee may request copies of the file or its contents, such request to be approved or disapproved by the Program Director.

Upon completion of a training program the entire file will be maintained for one year past the date of the resident's graduation. If the resident fails to complete the training program, the entire file will be maintained indefinitely.

One year past the date of a resident's graduation/completion of the program, the following items will be retained in the permanent resident file: a) Demographic information as required by the Institution, b) Transcript information (logs, rotation lists, etc.), c) Certificate of Graduation with Program Director signature, d) Exit evaluation - this document should summarize all previous

evaluations and cover the entire time the resident has been in the program, e) Resident's curriculum vitae, f) Resident's original application and if appropriate the ECFMG certificate. This information will be kept indefinitely.

### **Institutional Responsibilities**

The GMEC will require that the resident's file will be regarded as confidential, will be maintained in a secure location and will be available only to the following:

1. Program Director
2. Program Administrator (at the delegation of the Program Director)
3. Designated Institutional Official for Graduate Medical Education, or the
4. Director of Graduate Medical Education for University of Miami/JFK Medical Palm Beach Regional GME Consortium (at the delegation of the Designated Institutional Official)

Others with file access can be identified by the Program Director (see above).

1. The GMEC authorizes the Program Director, Designated Institutional Official (or at the delegation of the DIO, the Director of Graduate Medical Education) to disclose the file or portions thereof to others whom they deem to have a legitimate need for the information (i.e. University of Miami/JFK Medical Center Palm Beach Regional GME Consortium General Counsel's Office), and as authorized in writing by the trainee and/or the Program Director.
2. The GMEC policy requires that exterior of each file will state, "Confidential Information - Access to this File and its Information is Governed by the Policy on Resident File Contents, Access and Length of Time Kept of the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium GMEC". Electronic files will have this statement on the opening page of the electronic file or at a place within the file designated by the Program Director or Program Administrator.

Programs sponsored by University of Miami/JFK Medical Center Palm Beach Regional GME Consortium involving teaching hospitals or health systems affiliated with the Consortium shall be governed by written affiliation agreements, letters of agreement, and/or bylaws of community corporations of the Consortium and each Major Participating Institution. Master Affiliation Agreements will exist with those Major Participating Institutions where the Consortium sponsored residency programs take place. Essential elements of the institutional agreements will specify:

8. Identification of the officials at the participating institution or facility who will assume administrative, educational, and supervisory responsibility for the resident(s).
9. The educational goals and objectives to be attained within the participating institutions.
10. The period of assignment of the residents to the participating institution, the financial arrangements, and details for insurance and benefits.
11. The participating institution's responsibilities for teaching, supervision, and formal evaluation of the residents' performances.
12. The policies and procedures that govern the resident's education while rotating to the participating institution.
13. The processes by which budgetary decisions are made including the roles of Liaison Committees if appropriate.

Such affiliation agreements or contracts may contain a "termination clause." Any such statement must recognize the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium GMEC policy that residency program closure must not affect the resident's ability to complete a residency program. Therefore, the Program Director together with the Designated Institutional Official (DIO) of the Sponsoring Institution must arrange for the resident(s) to transfer to another ACGME accredited program, or must conclude the program for the residents in training.

## Policy on Quality Assurance

Departments participating in GME programs sponsored by University of Miami/JFK Medical Center Palm Beach Regional GME Consortium must conduct formal quality assurance programs and review complications and deaths. This process may take place through the Participating Institutions.

The Consortium, as the Sponsoring Institution, must ensure that the residents/fellows have access to data to improve systems of care, reduce healthcare disparities, and improve outcomes. Program Directors will provide opportunities for residents to participate in clinical quality improvement activities. The Institution must ensure that residents have access to the systems for reporting errors, adverse events, unsafe conditions, and near misses in a protected manner that is free from reprisal and have opportunities to contribute to root cause analysis or other similar risk-reduction processes. Whenever possible and appropriate, residents will be provided with opportunities to participate in autopsies.

Departments and/or Participating Institutions for programs sponsored by University of Miami/JFK Medical Center Palm Beach Regional GME Consortium must have a medical records system that is available at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of residents.

Residency Program Directors will instruct all residents to complete medical records in a timely manner consistent with the policies of the Participating Institutions and will develop strategies to enforce this policy.

## Position on Responsibilities to Residents

University of Miami/JFK Medical Center Palm Beach Regional GME Consortium graduate medical education programs are designed to prepare the resident for the next phase of their professional careers, including advanced residencies, practice, or scholarship. In order to achieve this goal, the Consortium will fulfill the following responsibilities to residents through an organized system of education. University of Miami/JFK Medical Center Palm Beach Regional GME Consortium ensures that residents have the opportunity to:

1. Develop a personal program of learning to foster continued professional growth with guidance from the teaching staff.
2. Participate in safe, effective, and compassionate patient care, under the supervision of the program director and other faculty members, commensurate with their level of advancement and responsibility.
3. Participate fully in the educational and scholarly activities of their programs and, as required, assume responsibility for teaching and supervising other residents and students.
4. Participate as appropriate in institutional programs and medical staff activities and adhere to established practices, procedures, and policies of the Participating Institutions.
5. Participate on appropriate institutional committees and councils whose actions affect their education and/or patient care.
6. Participate and present concerns relevant to their program and the learning and working environment to the Resident/Fellow Forum.
7. Confidentially review their programs, Program Director and faculty in order to provide the Sponsoring Institution feedback at least annually.
8. Evaluate the attending, rotation, peers and allied health workers at the end of each rotation block.

## Policy on Resident Contracts

The University of Miami/JFK Medical Center Palm Beach Regional GME Consortium GMEC specifies that applicants for GME programs must be informed electronically or in writing of the terms and conditions of employment and benefits at the time of interview, including all the areas listed below.

University of Miami/JFK Medical Center Palm Beach Regional GME Consortium will provide residents with a written agreement or contract outlining the terms and conditions of their appointment to an educational program, and will monitor the implementation of these terms and conditions by the program directors.

In instances where a resident's agreement is not going to be renewed, the resident will receive a written notice of intent not to renew a resident's agreement no later than four (4) months prior to the end of the resident's current agreement. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the agreement, the resident will be provided with as much written notice of the intent not to renew as the circumstances will reasonably allow.

Residents in University of Miami/JFK Medical Center Palm Beach Regional GME Consortium sponsored residency programs will be provided with a standard contract that includes the following: If a resident contract does not include each item, then the GMEC requires that it be included in the policies of the Program in a Program Handbook or the Master Affiliation Agreement.

1. Resident responsibilities
2. Duration of appointment
3. Financial support
4. Conditions under which living quarter, meals, laundry are provided
5. Conditions for reappointment
6. Grievance procedures and due process
7. Professional liability insurance
8. Liability insurance coverage for claims filed after completion of program
9. Health and disability insurance
10. Leave of absence policy
11. Vacation policy



12. Parental leave of absence
13. Sick leave policy
14. Policy on effects of leaves on satisfying criteria for program completion
15. Information related to eligibility for specialty board examinations
16. Duty-hour policies and procedures
17. Policy on moonlighting
18. Policy on other professional activities outside the program
19. Counseling, medical, psychological support services
20. Policy on physician impairment and substance abuse
21. Policy on sexual and other forms of harassment
22. Residency Closure/Reduction
23. Prohibition of restrictive covenants
24. Policy on non renewal of contract and non promotion

### **Maintenance of Resident Employment Contract**

It is the Policy of University of Miami/JFK Medical Center Palm Beach Regional GME Consortium that University of Miami/JFK Medical Center Palm Beach Regional GME Consortium sponsored residency programs will maintain originals, copies of signed documents, or PDF files of Resident Employment Contracts indefinitely.

## **Policy on Non-competition and Restrictive Covenants**

The following Policy and Procedures for Non-competition and Restrictive Covenants (hereinafter "Non-compete Policy") will provide institutional guidelines regarding the prohibition of these covenants. The Non-compete Policy shall apply to all graduate medical education training programs at the University of Miami.

It is the policy that neither the University of Miami/JFK Palm Beach Regional Consortium nor any of its residency programs require its residents or fellows to sign a non-competition guarantee. Restrictive covenants are prohibited as noted in this policy as well as in the resident contract.

The Office of Graduate Medical Education is responsible for monitoring all programs to ensure compliance with this policy.

## Resident Recruitment, Selection and Appointment Policy

Recruitment of residents for University of Miami/JFK Medical Center Palm Beach Regional GME Consortium sponsored programs is a responsibility of each separately accredited residency program. The University of Miami Miller School of Medicine employs the residents of JFK Medical Center and the West Palm Beach VAMC. Pursuant to requirements of the contract annually executed between University of Miami/JFK Medical Center Palm Beach Regional GME Consortium and the resident, University of Miami/JFK Medical Center Palm Beach Regional GME Consortium will assist each program with the resident recruitment process.

Selection of residents to participate and be enrolled in University of Miami/JFK Medical Center Palm Beach Regional GME Consortium residency programs is the responsibility of the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium acting through its program directors. The University of Miami/JFK Medical Center Palm Beach Regional GME Consortium participates in the National Resident Matching Program (NRMP) and all programs are required to abide by NRMP policies. The graduate medical education office of the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium serves as the liaison between all residency programs and NRMP.

Eligible applicants to the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium programs must be graduates of a medical school accredited by either the Liaison Committee on Medical Education (LCME) or the American Osteopathic Association (AOA) or of an international medical school listed by the World Health Organization published World Directory of Medical Schools.

The minimum criteria for medical graduates to be considered for University of Miami/JFK Medical Center Palm Beach Regional GME Consortium residencies are:

- Academic and clinical qualifications to be appointed as a resident physician in the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium sponsored residency programs.
- Eligible for employment by University of Miami/JFK Palm Beach Regional GME Consortium.
- A student in good standing or a graduate of a medical school accredited by either the Liaison Committee on Medical Education (LCME) or the American Osteopathic Association (AOA) or of an international medical school listed by the World Health Organization published World Directory of Medical Schools.
- Anticipated eligibility for licensure by Florida Department of Health and for registration by the U.S. Drug Enforcement Agency.

- International Medical Graduates (IMG's) must have current or anticipated certification by the Educational Commission for Foreign Medical Graduates (ECFMG); or have completed a Fifth Pathway program provided by an LCME-accredited medical school.
- For non-citizens, permanent residency status in the United States and J-1 visas: no other visas are accepted.

Class standings, grades, USMLE scores, interviews, and Dean's letters will be considered in the selection process.

University of Miami/JFK Medical Center Palm Beach Regional GME Consortium GME programs use a variety of interview processes. This may range from face to face interviews to video or telephone interviews that are sometimes necessary for international applicants. Each University of Miami/JFK Medical Center Palm Beach Regional GME Consortium GME Program has a Committee that ranks the residents after the interview process.

Programs will not discriminate with regard to gender, race, age, religion, national origin, sexual preference, disability, or veteran status.

Once an individual has been "matched", or has been offered and has accepted a residency position outside the NRMP process, the program director will notify the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium office so that a resident Letter of Appointment and Resident Contract Agreement can be prepared for signatures. In order to issue a Letter of Appointment and a Contract Agreement, the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium office must be provided with the following:

- Application for Residency
- ECFMG Certificate and Visa (if applicable)
- Starting and Estimated Completion Dates
- Year-in-Program

When the signed agreement is received from the resident, the respective office will forward a copy to the program director. The University of Miami/JFK Medical Center Palm Beach Regional GME Consortium offices will assist the new residents in applying for state licensure, DEA registration and to meet all other requirements for employment. All contracted residents must submit two certified copies of their medical school diploma prior to beginning residency.

Individuals with prior residency training must have a letter/certificate from their previous program director(s). This letter must document residency credit and dates of training.

## University of Miami EO/AA Accommodation for Residents with Disabilities Policy

The following Policy and Procedures for Accommodation for Residents with Disabilities (hereinafter "Accommodation Policy") shall apply to all graduate medical trainees employed by the University of Miami.

The University of Miami is committed to recruiting and employing qualified candidates without regard to race, religion, color, sex, sexual orientation, age, national origin, veteran or disability status or any factor prohibited by law, and as such affirms in policy and practice to support and promote the concept of equal opportunity and affirmative action in all educational programs and employment activities.

The University of Miami provides reasonable accommodations in its programs, employment, and academic settings in accordance with the Americans with Disabilities Act of 1990. A reasonable accommodation is any modification or adjustment to a job, an employment practice, or the work environment that will enable a qualified applicant or employee with a disability to enjoy an equal employment opportunity. Equality Administration reviews each request on a case-by-case basis and makes a good faith effort to reasonably accommodate qualified employees or applicants with disabilities.

Employees who wish to request an accommodation should begin the process by informing their immediate supervisor of their need for accommodation. This should be followed by completing the Accommodation Request Form and submitting the completed form to their supervisor, who will then submit the form with supporting documentation, including a copy of the employee's job description to Equality Administration.

If you require assistance completing this form contact:  
Equality Administration Dominion Tower, Suite 305 Medical Campus (M845) 1400 NW 10 Street Miami, Florida 33136 (305) 243-7203

Equality Administration Gables One Tower, Suite 100R Coral Gables Campus 1320 South Dixie Highway Coral Gables, Florida 33146-2903 Phone: (305) 284-3064

Or by email [eaoffice@med.miami.edu](mailto:eaoffice@med.miami.edu)

For more information refer to the Equality Administration website at [http://www.miami.edu/index.php/equality\\_administration](http://www.miami.edu/index.php/equality_administration)

## Vacation and Fringe Benefits Policy

The following Policy and Procedures for Vacation and Fringe Benefits (hereinafter "Vacation and Benefits Policy") will provide institutional guidelines regarding resident leave and benefits. The Vacation and Fringe Benefits policy shall apply to all graduate medical education training programs at the University of Miami.

### 1. Vacation & Leave of Absence

#### a. Vacation

Each training program must have a vacation policy in accordance with the Institutional Policy. The departmental policy must address its individual specialty Board certification requirements.

Residents are eligible for a total of 4 weeks of paid vacation, medical, personal/sick leave and maternity/paternity leave per academic year. Leave taken in excess of these maximums will be without pay and must be made up prior to completion of the residency program.

- Unused days cannot be rolled over to the next academic year.
- There will be no payment made for unused time at the completion of training.
- The program may place limits on the times of the year or specific rotations when vacation can be taken.
- Denial of vacation may be at the Program Directors discretion to remediate documented deficiencies (i.e. medical record deficiencies).
- Under declared hospital or regional emergency, urgent professional responsibilities may cancel previously arranged vacation.

#### b. Leave of Absence

Residents who meet the eligibility requirements are entitled a maximum of twelve weeks unpaid leave for a serious illness of said resident, spouse, parent or child pursuant to the Family and Medical Leave Act of 1993 (FMLA). The resident must contact UM Medical Human Resources to complete the appropriate paperwork which must be approved by the Program Director and the GME office.

### 2. Fringe Benefits

#### a. Medical Insurance

All residents will participate, free of cost, in the University of Miami's Aenta Select 2 plan. If a resident wishes to have family members covered under the Aetna Select 2 plan, the resident will be responsible for the premiums for each family member. Premiums are deducted from the stipend on a pre-tax basis. Refer to the Benefit Summary for information on deductibles, co-payments and participating physicians/institutions and benefits for dependents.

Coverage is effective from day one of employment. Yearly participation in open enrollment is necessary for continuation of benefits on January 1 of each calendar year.

Changes in elections during the calendar year are possible if the resident meets any of the following Qualifying Status Change Events:

- Marriage
- Birth or Adoption of a Child
- Divorce
- Change in Dependent Care Provider
- Ineligibility of Dependent (due to age or access to insurance through their employer)
- Coverage for the Spouse/Partner or dependent has started or ended through their employer
- Employee's Unpaid Leave
- Spouse/Partner's Unpaid Leave
- Death

#### **b. Dental Insurance**

The University of Miami offers residents two options for dental insurance, CIGNA DHMO and Delta Dental PPO. All residents will participate, free of cost, in the plan of their selection. If a resident wishes to have family members covered under their dental plan, the resident will be responsible for the premiums for each family member. Premiums are deducted from the stipend on a pre-tax basis. Refer to the Benefit Summary for information on deductibles, co-payments and participating providers and benefits for dependents. Yearly participation in open enrollment is necessary for continuation of benefits January 1 of each calendar year.

#### **c. Vision**

An annual routine eye exam is included as part of the Aetna medical plan. Residents have the option of adding additional vision coverage under the VSP vision program. Every 12 months, VSP plan members can visit a national network of eye care providers and receive an eye exam for a \$10 copay, plus lenses and frames each for a \$20 copay.

#### **d. Flexible Spending**

Residents can elect to participate in health care and dependent care flexible spending accounts.

Health care FSA

Save money by using pre-tax dollars for eligible health care expenses such as prescription drugs, copays, and coinsurance. Maximum annual contribution is \$2,550.

Dependent Care FSA

Save money by using pre-tax dollars for eligible dependent care expenses for your dependents. Eligible dependents include your child (under age 13); a child of any age who is physically or mentally incapable of caring for themselves; or elderly persons who are financially dependent on you. Maximum annual contribution is \$5,000 (based on tax filing status).

Yearly participation in open enrollment is necessary for continuation of benefits January 1 of each calendar year.

**e. Voluntary Retirement Savings Plan 403(b)**

Residents can elect to enroll in the 403(b) plan where they can make contributions on a pre-tax basis to the company of their choice from a list of University approved companies. The funds in the account including any earnings on the investments will not be taxed until distributed. Access to funds in the account is limited except as provided by law. The University of Miami does not match any contributed funds.

**f. Life Insurance**

The University of Miami provides residents coverage which equals two times base annual salary rounded to the nearest \$1,000 to a maximum of \$100,000.

**g. Long-term Disability**

The University provides residents with coverage of a payment of 66 <sup>2</sup>/<sub>3</sub>% of salary (less social security and/or other benefit plans) to a maximum of \$10,000 per month. There is a six month waiting period after disability has been certified before commencement of benefits.

**h. Short-term Disability**

The University offers residents the option to enroll in short-term disability. Short-term disability offers salary support should they need to be out of work due to illness, injury or pregnancy. The per pay period percentage rate is based off the residents age. The resident must be enrolled in the plan for one full year before submitting a claim. Once the claim is approved, benefits are payable 15 working days following the last day worked. The Residents is responsible for sending in follow up claims every four weeks until the termination of the claim.

**3. MetLaw Legal Plan**

Covers telephonic and office consultations with legal counsel for a variety of issues, representation, document preparation and more. The monthly \$15.75 premium covers employee, spouse and/or same-sex domestic partner, and dependent children.

**4. Professional Liability Insurance**



The University of Miami will provide all residents with legal defense and protection against awards for all alleged act or omissions of the resident occurring during and within the scope of their University appointment and educational program during the course of their training as well as afterward. Professional liability protection is not provided to residents for incidents occurring outside the scope of their University employment or function.

## **5. Professional Educational Allowance**

Each academic year, the resident is provided with a professional development allowance of \$1,200.00. This allowance maybe used for obtaining licensure, DEA registration, educational conference attendance, or for other professional development activities or purchases approved by the Program Director. For program specific guidelines, refer to the resident manual.

## Harassment/Discrimination Policy

The professionalism of a physician (both faculty and resident) encompasses respect and compassion towards each other as well as to patients, their families and other health professionals. Gender bias and sexual harassment are often misinterpreted and so require special attention here.

The University of Miami/JFK Medical Center Palm Beach Regional GME Consortium is committed to providing an academic and employment environment that fosters excellence. Discrimination in any of its employment practices on the basis of race, color, sex, national origin, marital status and religion, as prohibited by federal, state and municipal law, will not be tolerated. This prohibition on discrimination applies to all aspects of employment, including, but not limited to, hiring, firing, promotion, assignment, compensation, discipline, and other terms and conditions of employment. It is the responsibility of all employees, supervisory and non-supervisory, to follow this policy and to use all efforts to further its goals.

One form of unlawful discrimination is sexual harassment. In guidelines adopted by the Equal Employment Opportunity Commission (EEOC), sexual harassment has been defined as: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work place.

If University of Miami/JFK Medical Center Palm Beach Regional GME Consortium is notified that an employee has been subjected to discrimination, including sexual harassment, by another employee or a non-employee in the work place, University of Miami/JFK Medical Center Palm Beach Regional GME Consortium will investigate and take immediate and appropriate corrective action. If an employee believes that he or she has been subjected to sexual harassment, then that employee should feel free to follow the complaint procedures explained in this policy. All complaints and investigations shall remain confidential so long as confidentiality can be preserved. If an investigation shows that sexual harassment or other discrimination has occurred, corrective action will be taken immediately. Corrective action may include suspension, probation, termination or reassignment.

**Sexual harassment may include the following situations:**

- **Unwelcome Sexual Advances:** An employee who is repeatedly propositioned by a supervisor or a co-worker trying to establish an intimate relationship.
- **Coercion:** Asking an employee for a date or sexual favor with a stated or unstated understanding that a favor will be bestowed or a reprisal made regarding accepting or rejecting such offer.
- **Favoritism:** Allowing intimate relationships between management and employees that may result in creating a sexual, hostile environment due to favors given or denied as a result of the relationship.
- **Physical Conduct:** Unsolicited physical contact, such as touching or pinching, or unsolicited obscene or rude gestures.
- **Visual Harassment:** Graffiti, pornographic pictures, or pervasive displays of nudity.
- **Verbal:** Sexually suggestive statements, comments, jokes or lewd language.

Any employee who believes that he or she has been a victim of sexual harassment is encouraged to voice that concern directly by reporting any alleged discrimination to his/her Program Director and the Designated Institution Official for University of Miami/JFK Medical Center Palm Beach Regional GME Consortium .

The University of Miami/JFK Medical Center Palm Beach Regional GME Consortium will take all action possible to see that all concerns and complaints are kept confidential. Upon receiving the complaints or concerns, the University will investigate the situation. The investigation may result in corrective action, which could include disciplinary action, such as suspension, probation or termination of the employee who discriminated or reassignment of the resident, if possible, if the offender is not an employee of University of Miami Miller School of Medicine Regional Campus.

If the offender is associated with or employed by a participating health care institution, then the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium will take such necessary steps to ensure that appropriate corrective action is taken with respect to that individual. If the offender is an employee, agent or member of the medical staff of a participating health care institution, the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium will notify the CEO of the affected institution and will cooperate with the investigation and corrective action, if any is deemed necessary. It is not the intent of the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium to discriminate or retaliate against any employee because he or she presents a complaint or concern. This complaint procedure does not in any way waive or otherwise affect an employee's rights under federal or state laws governing discrimination.

Approved by GMEC August 13, 2009  
Reviewed by GMEC October 15, 2015

## **Resident Promotion, Evaluation and Completion Policy**

University of Miami/JFK Medical Center Palm Beach Regional GME Consortium as the Institutional Sponsor for ACGME accredited programs encourages programs to provide residents with standards for promotion to each successive level of the residency program. Residents must meet standards for promotion. Promotion is not automatic and appointments are for one year. Residents who are not going to be promoted have full access to the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium Grievance process.

### **Evaluation**

University of Miami/JFK Medical Center Palm Beach Regional GME Consortium residents will be evaluated by their supervisors at the end of each rotation utilizing program specific competency based evaluation forms. Every six months, the Clinical Competency Committee, a group appointed by the program director, will review the progression of each resident in attainment of the level specific Milestones. The CCC will report their findings to the program director. The program director or designee will meet at least every 6 months with individual residents to provide performance feedback. A written summary of this performance feedback will be maintained in the residency program file.

All residents must achieve the six general competencies and meet the Milestones required by the Accreditation Council of Graduate Medical Education, as the resident advances toward unsupervised practice. By the end of the program, residents are expected to demonstrate competency in medical knowledge, patient care, practice-based learning and improvement, interpersonal and communication skills, professionalism, and systems-based practice. They must acquire the competencies necessary to provide the care expected of every physician qualified to enter private practice, subspecialty fellowships, academic careers, and the unsupervised practice of the specialty.

Based upon written evaluations and other factors deemed appropriate by the program director, a decision regarding non-renewal of agreement should be made at least 4 months prior to the expiration of a resident agreement. Decisions about promotion should be made at least 2 months prior to the expiration of a resident agreement. (Please see policy on renewal/non-renewal of resident appointments.)

Upon completion of residency training the program director is required to prepare a written final evaluation for each resident. The evaluation must include a review of the resident's performance during the final period of training and should verify whether or not the resident has successfully

completed the requirements of the program. The final evaluation should be part of the resident's permanent record maintained by the program.

### **Promotion**

After satisfactory completion of each year of GME experience, as attested to by the program director and the graduate medical education committee, a resident in good standing may be promoted to the next year of their program subject to the terms, limitations and conditions described in this document and the Resident Agreement. The decision to promote is expressly contingent upon several factors, including but not limited to:

1. Satisfactory completion of residency requirements
2. Satisfactory progression of the resident in achieving program specific milestones.
3. Full compliance with the terms of the Resident Agreement
4. The continuation of the Program's accreditation by the ACGME
5. The availability of a position.

### **Completion**

Upon satisfactory completion of the program as determined by the program director and the program graduate medical education committee, the resident will receive a certificate of completion from University of Miami/JFK Palm Beach Regional GME Consortium. A final evaluation summary should also be included in the resident's file which states that the Program Director and/or Graduate Medical Education Committee deems that the resident has "sufficient professional ability to practice competently and independently."

## Resident Performance, Discipline and Dismissal Policy

The following Policy and Procedures for Resident performance and Due Process (hereinafter "Performance Policy") shall apply to all graduate medical trainees at the University of Miami. The Performance Policy provides assurance that residents proceed along a continuum of competence as required by their specialty, complete the requirements for certification by their specialty board, and are afforded due process when adverse actions are anticipated.

### DEFINITIONS:

*Graduate Medical Trainee:* Any resident or fellow participating in a postgraduate medical program.

*Graduate Medical Education:* The office that oversees trainees in GME, directed by the DIO and a Director, Programs (or GME Manager).

*DIO:* The designated institutional official is the individual qualified to oversee the GME programs and reports to the leadership of the sponsoring institution. The DIO also chairs the Graduate Medical Education Committee (GMEC).

*Academic Deficiency:* Inadequate acquisition of or performance in any of the ACGME's areas of general competencies, including patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, or systems based practice, as expected for the graduate medical trainee's level of experience and education. If a deficiency is not corrected by providing regular feedback to the trainee, a *period of remediation* may be imposed. Deficiencies are not reportable events.

*Misconduct:* A lapse in ethical or moral behavior, irrespective of the graduate medical trainee's level of experience and education. Acts of misconduct are addressed with *disciplinary action* and may be reportable events.

*Adverse Action:* Suspension, non-renewal, non-promotion, or dismissal of a graduate medical trainee from his or her program. Adverse actions are generally reportable events.

*Reportable Events:* Those actions the program or institution must disclose to others upon request, including, without limitation, future employers, privileging hospitals, and licensing and specialty boards.

## PROCEDURE:

### 1. TRAINING PROGRAM ASSESSMENT STRUCTURE AND PLAN

The program director for each training program has primary responsibility for monitoring the competence of the program's graduate medical trainees, for recommending promotion and board eligibility, and, when necessary, imposing any remedial, adverse or disciplinary actions. Graduate medical trainees shall be evaluated on both the clinical and non-clinical requirements of the ACGME and/or the certifying specialty Board. All graduate medical trainees are expected to be in compliance with University and hospital policies, which include, but are not limited to, the Compliance Code of Conduct and other policies on federal health care program compliance, duty hour restrictions, sexual harassment, moonlighting, infection control, and completion of medical records. A faculty clinical competency committee appointed by the program director should assist the program director in these functions and meet regularly. Where circumstances warrant, the membership of a clinical competence committee may be altered to avoid a potential conflict of interest, or to protect the privacy of the graduate medical trainee. The Chair of a department or DIO may or may not exercise the option to become a member of the competence committee.

### 2. PERFORMANCE REVIEWS

Each program must provide written summary performance reviews to graduate medical trainees at regular intervals. The ACGME Residency Review Committee for each specialty may specify the desirable frequency of such reviews; however, at a minimum, *they must occur semi-annually*. A review of the graduate medical trainee's experience and competence in performing required clinical procedures should be included in these summaries. Summary performance reviews may be written by program directors, designated faculty members, or members of a program's clinical competence committee consistent with the assessment plan of the program and in compliance with the ACGME.

### 3. PROMOTION

Those graduate medical trainees judged by a program to have completed satisfactorily the requirements for a specific level of training will be promoted to the next level of responsibility unless the graduate medical trainee specifically is enrolled in a training track of limited duration that is not designed to achieve full certification (e.g., a one-year preliminary position). No graduate medical trainee may remain at the same level of training for more than 24 months, exclusive of leave. A graduate medical trainee whose performance is judged to be satisfactory will advance until the completion of the program/certification requirements.

#### 4. ACADEMIC DEFICIENCY

A. *Definition of Deficiency:* Inadequate acquisition of or performance in any of the ACGME's areas of general competencies, including patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, or systems based practice, as expected for the graduate medical trainee's level of experience and education.

B. *Letter of Deficiency:* If, after documenting routine feedback, it is determined that a graduate medical trainee is not performing at an adequate level of competence in any of the general competencies, or otherwise fails to fulfill the responsibilities of the program in which he or she is enrolled, the graduate medical trainee will be issued a Letter of Deficiency by the program director or program's education committee. The letter must be signed by both the Program Director and the Designated Institutional Official. The graduate medical trainee must be informed in person of this decision and must be provided with a hard copy that includes the following:

1. A statement identifying the deficiencies or problem behaviors.
2. A plan for remedial action and criteria by which successful remediation will be judged.
3. The duration of the remedial period in which deficits are expected to be corrected; ordinarily, this period will be at least three months.
4. Written notice that failure to meet the conditions of remedial action could result in additional remediation or training time and/or suspension or dismissal from the program during any point, or at the conclusion of, the remedial action period.
5. Written acknowledgement of receipt by the graduate medical trainee of the Letter of Deficiency.

C. The Designated Institutional Official (hereinafter "DIO") must receive a copy of this documentation.

D. If remedial action is extended beyond the initial period, the competency of the graduate medical trainee should be evaluated monthly, but no less than every three months. If, at the end of the remedial action period the graduate medical trainee has not met the requirements of the remediation period, remains unsatisfactory, the graduate medical trainee may be suspended or other adverse action may be initiated (*see Sections 6C and 6D*).



E. If the graduate medical trainee successfully completes the remedial action, written documentation must be included in the graduate medical trainee's file describing the satisfactory completion of all remedial action plans. These episodes of deficiency are not reportable adverse actions and *thus are not subject to GME due process requirements*.

## 5. MISCONDUCT

A. *Definition of Misconduct:* A lapse in ethical or moral behavior, irrespective of the graduate medical trainee's level of experience and education. Acts of misconduct are addressed with disciplinary action and may be reportable events.

B. When a graduate medical trainee engages in behavior that is clearly unethical, immoral, or criminal in nature, such as harassment, theft, fighting, dishonesty, breach of contract, the program director may choose to impose disciplinary action rather than a period of remedial action. If misconduct is alleged or suspected, the program director should:

- a. Meet with the person complaining of misconduct.
- b. Meet with the trainee to advise the trainee of the existence of the complaint, to give the trainee an opportunity to respond to the allegations, and to identify any potential witnesses to the alleged misconduct.
- c. Consult with the DIO to determine whether the hospital leadership, legal affairs and/or human resources should be contacted as appropriate based on the issues and the people involved. Of note, all allegations of sexual harassment will be reported immediately to human resources in accordance with the University's and/or hospital's policy against harassment.
- d. Upon consensus of the Program Director and GMEC, the accused trainee can be suspended from clinical or program activities (see below) with or without pay, pending the outcome of a full inquiry.
- e. Upon request of the trainee, or if the Program Director, GMEC, hospital leadership, or human resources decide the incident warrants more investigation, then a "Full Inquiry" must be done.

C. *Full Inquiry:* A full inquiry is an internal investigation of the allegation/incident by appropriate individuals, which may include the GMEC, the Program Director, the hospital leadership, human resources, legal, or others. The inquiry process is administered by the Director of GME Programs. Factual results of the inquiry will be prepared by the GME Director and/or other responsible individuals and reported back to the program director and the trainee officer for appropriate action.

1. If the full inquiry results in a finding that no misconduct occurred, no action will be taken against the trainee. If trainee was suspended pending the inquiry, the trainee will be reinstated with full benefits and pay. A letter

documenting the findings of the full inquiry will be placed in the trainee's file and the matter will be closed.

2. If the full inquiry results in a finding that a graduate medical trainee participated in misconduct, the Program Director shall determine, in conjunction with the hospital leadership, the GMEC, human resources, legal, or other appropriate individuals, what action is appropriate under the circumstances, to remedy the situation. The Program Director may take actions including the following: a verbal or written warning; election to not promote to the next PGY level with or without contract non-renewal; suspension or dismissal from the program.
3. If after completion of the full inquiry new information about the specific incident becomes available, the Program Director or the trainee may request another inquiry.

## 6. SUSPENSION AND DISMISSAL

*The DIO must be notified prior to enactment of any or all of the following:*

### A. *Suspension of Clinical Activities*

A graduate medical trainee may be suspended from clinical activities by his or her program director, department chair, the faculty director of the clinical area to which the graduate medical trainee is assigned, the Chief Medical Officer or Chief of Staff, the CEO of the Medical Center or the Dean of the School of Medicine. This action may be taken in any situation in which continuation of clinical activities by the graduate medical trainee is deemed potentially detrimental or threatening to health care operations, including but not limited to patient safety or quality of patient care, suspension or loss of licensure, or debarment from participation as a provider of services to Medicare and other federal programs' patients. Unless otherwise directed, a graduate medical trainee suspended from *clinical activities* may participate in non-clinical program activities. A decision involving suspension of a graduate medical trainee's clinical activities must be reviewed within three (3) working days by the program director or full-time department chair to determine whether the graduate medical trainee may return to clinical activities and/or whether further action is warranted (including, but not limited to, counseling, remedial action, fitness for duty evaluation, or summary dismissal). Suspension may be with or without pay at the discretion of institution officials.

*B. Program Suspension*

A graduate medical trainee may be suspended from all program activities and duties by his or her program director, department chair, or any other person listed in Section 6A. Program suspension may be imposed for program-related conduct that is deemed to be grossly unprofessional; incompetent; erratic; potentially criminal; noncompliant with the Compliance Code of Conduct, federal health care program requirements, Corporate Compliance Agreement, or University policies and procedures ("noncompliance"); or is threatening to the well-being of patients, other graduate medical trainees, faculty, or staff. A decision involving program suspension of a graduate medical trainee must be reviewed within three (3) working days by the department chair or program director to determine whether the graduate medical trainee may return to some or all program activities and duties and/or whether further action is warranted (including, but not limited to, career or academic advising, remedial action, fitness for duty evaluation, or summary dismissal). Suspension may be with or without pay at the discretion of institution officials.

*C. Dismissal During or at the Conclusion of Remedial Action*

A Letter of Deficiency in a training program constitutes notification to the graduate medical trainee that dismissal from the program can occur at any time during or at the conclusion of remedial action. Dismissal prior to the conclusion of a remedial action period may occur if the conduct that gave rise to the Letter of Deficiency is repeated or if grounds for program suspension or summary dismissal exist. Dismissal at the end of a remedial action period may occur if the graduate medical trainee's performance remains unsatisfactory or for any of the foregoing reasons.

*D. Summary Dismissal*

For serious acts of incompetence, impairment, unprofessional behavior, falsifying information, noncompliance, or lying, or if a graduate medical trainee is listed as excluded on the Department of Health and Human Services' Office of Inspector General's "List of Excluded Individuals/Entities" or on the General Services Administration's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" or is discovered to have been convicted of a crime related to the provision of health care items or services for which one may be excluded under 42 USC 1320a-7(a) (an "excludable crime," i.e., criminal offenses related to governmentally financed health care programs, including health care fraud; criminal abuse or neglect of patients; and or felony controlled substance convictions related to the provision of health care), a program director or department chair, or any person listed in Section 6A, may immediately suspend a graduate medical trainee from all program activities and duties for a minimum of three (3) days and, concurrently, issue a notice of dismissal effective at the end of the suspension

period. The graduate medical trainee does not need to have been issued a Letter of Deficiency, nor be at the end of a remedial action period, for this action to be taken.

E. *Notification of Suspension and Dismissal*

The graduate medical trainee must be notified in writing of the reason for and terms of suspension and dismissal, have an opportunity to respond to the action before the dismissal is effective, and receive a copy of the GME Appeals Process.

7. GME APPEALS PROCESS FOR ADVERSE (REPORTABLE) ACTIONS

In the event that a graduate medical trainee (i) is not promoted, (ii) is suspended, (iii) is dismissed from a program, (iv) does not have his/her appointment/contract renewed, or (v) is the subject of any adverse action that is reported to the State Boards of Medicine, Dentistry, or Pharmacy or a relevant specialty board, the graduate medical trainee may appeal such non-promotion, suspension, dismissal, non-renewal of appointment/contract, or adverse action as follows:

A. Committee Appeal

A graduate medical trainee may initiate an appeal by submitting a written notice of appeal to the DIO, with a copy to the program director and Graduate Medical Education Office, within 14 working days of the date of the appealable action (hereinafter "adverse action"). A faculty committee, consisting of at least two experienced program directors will hear the appeal within fourteen calendar days following receipt of the notice of appeal and appointment of the review committee. *A member of the GME Office must be present during this hearing and record the findings of the committee.* The graduate medical trainee may have a faculty advocate appear and participate on the graduate medical trainee's behalf at the hearing. It is the responsibility of the graduate medical trainee to secure the voluntary participation of a faculty advocate. Prior to the hearing, the graduate medical trainee must notify the DIO if the graduate medical trainee will be accompanied by a faculty advocate.

At the appeals hearing, the trainee will present evidence in support of the appeal. The program director (or designee) will present a statement in support of the adverse action. At a minimum, the committee must review any relevant records, or other evidence supporting the adverse action. A record of the hearing will be kept by the member of the GME Office present for the hearing. After presentation of evidence, the appeals committee will meet in closed session to consider the adverse action. The committee may uphold or reject the adverse action, or may impose alternative actions, which may be more or less severe than the initial action. The committee's decision must be submitted to the DIO within 14 working days of the request for appeal and copied to the GME Office.

B. DIO Review

The DIO will review the committee's efforts and recommendations and make the following determinations:

1. Whether the trainee was provided due process according to this policy
2. Whether applicable University, department, and/or Health System policies were fairly and appropriately applied, and
3. Whether there is sufficient evidence to support the adverse action or other action recommended by the departmental appeals committee.

The DIO may uphold or reject the adverse action, may uphold or reject other actions recommended by the appeals committee, or may recommend alternative actions. The decision of the DIO will be submitted to the graduate medical trainee and the program director within thirty (30) calendar days of the notice of appeal. This decision will be considered final and not appealable.

#### 8. OTHER CONSIDERATIONS

External rules, regulations, or law governs mandatory reporting of problematic behavior or performance to licensing agencies or professional boards. The fact that such a report is made is not a matter which may give rise to the appeal process; only the adverse action as specified by this section is appealable. Where mandatory reporting of problematic behavior or performance occurs, external agencies will be notified of the status of any internal appeal regarding the matter reported and its outcome. Graduate medical trainees should be aware that participation in the GME appeals process does not preclude investigation or action on the part of external entities.

## Policy on 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 of Miami/JFK Medical Center Palm Beach Regional GME Consortium 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.

The resident may appeal this determination by submitting a written request for an appeal to the program director within fourteen calendar days after the receipt of written notification of non-advancement or non-renewal to the Program Director.

## Policy on USMLE/COMLEX Requirements

### I. Purpose

To establish a USMLE/COMLEX policy for all post-graduate training programs within the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium to use in the promotion and appointment of house officers.

### II. Scope

This policy will apply to all post-graduate training programs of the Consortium. All information contained in this policy shall be used as minimum criteria. More detailed USMLE/COMLEX criteria may be delineated by each program in its respective Departmental Licensing Examination Policy.

### III. Definitions

- A. House Staff or House Officer - refers to all interns, residents and fellows participating in a University of Miami/JFK Medical Center Palm Beach Regional GME Consortium post-graduate training program.
- B. Post-Graduate Training Program - refers to a residency or fellowship educational program.
- C. USMLE - refers to the United State Medical Licensing Examination.
- D. COMLEX- refers to the Comprehensive Osteopathic Medical Licensing Examination

### IV. Responsibilities/Requirements

#### **USMLE/COMLEX Step 3:**

- A. All residents enrolled in post-graduate training in a Consortium program must take USMLE/COMLEX Step 3 by their eighteenth month of training. A passing score on the USMLE/COMLEX Step 3 must be presented to the program no later than the 24<sup>th</sup> month of their training, and within seven years of taking Step 1 (See D below)
- B. If USMLE/COMLEX Step 3 has not been passed by the end of the second year (24<sup>th</sup> month) of the resident's training, his/her PGY-2 contract may be extended to allow for successful completion of Step 3 at the discretion of the program director and with the approval of the Designated Institutional Official.
- C. If the Program Director elects to extend the house officer's contract pending satisfactory completion of the USMLE/COMLEX Step 3 requirements, he/she

should issue a Letter of Deficiency to the house officer pursuant to the Academic Improvement Policy.

- D. USMLE/COMLEX Steps 1, 2 and 3 must all be taken and passed within a seven year time period from the date of the first attempt of Step 1.
  1. Due to non-traditional training cycles and/or off-cycle training, some residents may be required to adhere to stricter time requirements than listed above in order to comply with the seven year provision.
  2. If a house officer does not pass all three steps of USMLE/COMLEX within the seven year period, regardless of their PGY-level, they may be dismissed from the resident program, pursuant to the Academic Improvement Policy.



## Policy on Resident Supervision and Teaching of Medical Students

Medical school graduates are accepted into the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium residencies recognizing the need for additional training under supervision prior to accepting the responsibilities of an independent medical practice. Appropriate supervision is necessary for the provision of safe and effective patient care; to meet the educational needs of residents; along with assuring progressive responsibility appropriate to the residents' level of education, competence, and experience. Each patient must have an identifiable, appropriately-credentialed and privileged attending physician who is ultimately responsible for that patient's care. This information should be available to residents, faculty members, and patients. Residents and faculty members should inform patients of their respective roles in each patient's care. The program must demonstrate that the appropriate level of supervision is in place for all residents who care for patients. Based on this premise, the following policies apply:

Procedure:

1. Each sponsored residency program will develop a policy and procedure on resident supervision which specifies that residents are provided with progressively increasing responsibility for patient care according to their level of education, ability, and experience.
2. Supervision may be exercised through a variety of methods:
  - a. The physical presence of the supervising faculty member.
  - b. For many aspects of patient care, the supervising physician may be a more advanced resident or fellow.
  - c. Other portions of care provided by the resident can be adequately supervised by the immediate availability of the supervising faculty member or resident physician, either in the institution, or by means of telephonic and/or electronic modalities.
  - d. In some circumstances, supervision may include post-hoc review of resident delivered care with feedback as to the appropriateness of that care.
3. To ensure oversight of resident supervision and graded authority and responsibility, the program must use the following classification of levels of supervision:
  - a. Direct Supervision - the supervising physician is physically present with the resident and patient
  - b. Indirect Supervision -
    - i. with direct supervision immediately available - the supervising physician is physically within the hospital or other site of patient care and is immediately available to provide direct supervision

- ii. with direct supervision available - the supervising physician is not physically present within the hospital or other site of patient care, but is immediately available by means of telephonic and/or electronic modalities, and is available to provide Direct Supervision
    - c. Oversight - the supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered
  - 4. Programs must set guidelines for circumstances and events in which residents must communicate with appropriate supervising faculty members, such as the transfer of a patient to an intensive care unit, or end-of-life decisions.
  - 5. There must be a structured hand-over processes to facilitate both continuity of care and patient safety.
  - 6. Programs must ensure that residents are competent in communicating with team members in the hand-over process. There must be availability of schedules that inform all members of the health care team of attending physicians and residents currently responsible for each patient's care.
  - 7. Faculty supervision assignments should be of sufficient duration to assess the knowledge and skills of each resident and delegate to him/her the appropriate level of patient care authority and responsibility.
  - 8. The privilege of progressive authority and responsibility, conditional independence, and a supervisory role in patient care delegated to each resident must be assigned by the program director and faculty members.
- A. Residents are responsible for:
- 1. Residents in core training programs are not eligible for Medical Staff privileges at the Participating Institutions.
  - 2. Residents are only to assume responsibilities for patient care as delegated by an attending physician of the Medical Staff at the Participating Institutions (or other designated training site, i.e. outpatient clinic).
  - 3. Each resident must know the limits of his/her scope of authority and the circumstances under which he/she is permitted to act with conditional independence.
    - a. **In particular, PGY-1 residents should be supervised either directly or indirectly with direct supervision immediately available.**

- b. Senior residents or fellows should serve in a supervisory role of junior residents in recognition of their progress toward independence, based on the needs of each patient and the skills of the individual resident or fellow.
  4. Residents are to be supervised in providing medical care by an attending physician of the Medical Staff of each Participating Institution.
    - a. Each resident will take action as necessary to remain knowledgeable of the clinical status of all patients assigned to him/her, and discuss any significant changes in clinical status with the attending as soon as possible.
    - b. In life-threatening emergencies (e.g., code situations), residents may initiate or modify major diagnostic and therapeutic actions consistent with their level of ability and training.
    - c. In case of an emergency, the resident may ask another health care provider to immediately contact the attending physician while the resident initiates emergency interventions but must inform the attending as soon as possible and receive additional instruction as indicated.
    - d. Prior to performing an invasive procedure on a patient, residents must have approval of the attending physician, and follow the attending physician's directions regarding supervision, consistent with residency policy.
- B. Attending Physicians are responsible for:
  1. Supervising the patient care activities of residents, or arranging supervision by a qualified physician, and communicating the supervision requirements and arrangements to the resident. Supervision policies for each sponsored program will be determined by the Program.
  2. Faculty members functioning as supervising physicians should delegate portions of care to residents, based on the needs of the patient and the skills of the residents.
  3. Responding promptly to resident questions or requests.
  4. Teaching residents the necessary medical knowledge, skills, attitudes, and decision-making abilities relevant to patient care.
  5. Documenting resident supervision.
  6. Supervision of Residents

C. The program director is responsible for:

1. Ensuring, directing, and documenting adequate supervision of residents at all times. Residents must be provided with rapid, reliable systems for communicating with supervising faculty.
2. Faculty schedules must be structured to provide residents with continuous supervision and consultation.
3. Faculty and residents must be educated to recognize the signs of fatigue and adopt and apply policies to prevent and counteract the potential negative effects.
4. The program director must evaluate each resident's abilities based on specific criteria, according to specialty specific requirements. When available, evaluation should be guided by specific national standards-based criteria.

D. Monitoring

Any alleged infractions of the supervision policy should be reported to the resident's Program Director or his/her designee in a protected manner that is free from reprisal. The Residency Program Director or his/her designee should resolve the issue. If not resolved, the problem should be brought to the attention of the designated Residency Ombudsperson or reported via the Confidential GME Hotline at (561) 548-1773.

E. Teaching of Medical Students

1. Resident Responsibilities in Medical Student Instruction

- a. All residents in Consortium sponsored Residency Programs are expected to provide guidance, instruction and evaluation for medical students and any other medical personnel or its students who may be in training on the service.
- b. Residents may be delegated responsibility for medical student supervision by an attending physician.
- c. Resident may be delegated the responsibility by an attending to review, correct and countersign the medical records presented to them by medical students.

2. Faculty Responsibilities in Medical Student Instruction

- a. Through its faculty governance process, the Consortium will outline the responsibilities for teaching and supervision of medical students.

- b. The attending physician is ultimately responsible for the supervision of a medical student, however, a resident may be delegated such responsibility by a faculty member.
  - c. Attending physicians should endeavor to remain aware of the activities and performance of any medical student(s) assigned to them for supervision.
  - d. Attending physicians are responsible for providing and familiarizing the medical students with the goals and objectives respective to the scheduled clerkship.
3. Medical student responsibilities
- a. To participate in clinical learning experiences, medical student from the University of Miami must be enrolled in the specific course related to the clinical activity.
  - b. Medical students are expected to be appropriately dressed, and have an appropriate name identification card.
  - c. Medical students are expected to properly identify themselves to the patients, by name and level of training.
  - d. Medical students must communicate with the attending physician, or supervising resident, prior to initiating any procedure or implementing any changes in the treatment plans.
  - e. Medical students may enter information into the medical record, i.e., history and physical, discharge summary, and progress notes. However, any such entries must be countersigned by a physician. *Each hospital sets its own policies about what a student may enter into the medical record.*

## Transitions of Care Policy

The following Policy and Procedures for Transitions of Care (hereinafter "Handoff Policy") will provide institutional guidelines regarding resident leave and benefits. The Handoff policy shall apply to all graduate medical education training programs of the Consortium.

### A. Purpose

The ACGME requires that Sponsoring Institutions must facilitate professional development for core faculty members and residents/fellows regarding effective transitions of care (IR III.B.3.a) and ensure that the participating sites engage residents/fellows in standardized transitions of care consistent with the setting and type of patient care (IR III.B.3.b).

### B. Definitions

Transition of Care: refers to the transfer of information, authority and responsibility of a patient across the continuum of care.

Transitions of care occur under the following conditions:

- Change in the patient's level of care
- Change in provider or service, including resident sign-out and rotation change
- Transfer of a patient from one unit to another
- Transfer of care from procedure or diagnostic areas
- Discharge of a patient to another facility or home

Handoff Communication: the process of relaying real-time patient specific information from one caregiver to another for the sole purpose of ensuring the continuity and safety of the patient's care.

Handoff communication should:

- Be conducted via face-to-face communication, whenever possible. Handoffs may be conducted over the telephone; however, both parties must have access to the electronic medical record and an electronic or hard copy of the sign-out. Voicemails, text messages and any other unacknowledged transmission are NEVER considered an acceptable transition of care.
- Be conducted with faculty oversight, either direct or indirect depending on the resident/fellow's level and experience.
- Maintain patient confidentiality under HIPAA guidelines at all times.

## 6. Procedure

1. Each training program must have a transition of care policy in accordance with the ACGME Common Program Requirements and Institutional Policy. Since, handoffs will

vary across different specialties and clinical settings; therefore, the departmental policy must address its individual specialty requirements. Each program's transition of care procedure must be structured to facilitate both continuity of care and patient safety.

2. The programs are responsible for training and reviewing the policy with its residents and faculty.
3. The programs must design each rotation and its block schedule to maximize the resident's learning experience as well as to assure the quality of care and patient safety while adhering to duty hour requirements.
4. Each program's policy must include a process for the individual resident to demonstrate competence in handoff communication.
5. The Sponsoring Institution, through the GMEC, will review each program's transition of care policy annually.

## Policy on Hours of Duty and Work Environment

The following Policy and Procedures for Duty Hours and Work Environment (hereinafter "Duty Hours Policy") will provide institutional guidelines regarding the oversight of resident duty hours. The Duty Hours Policy shall apply to all graduate medical trainees of the Consortium.

Duty hours are defined as all clinical and academic activities related to the residency program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours do not include reading and preparation time spent away from the duty site.

### A. Maximum Hours of Work per Week

Duty hours must be limited to a maximum of 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities and all moonlighting.

### B. Duty Hour Exceptions

There are no accepted exceptions for programs at the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium.

### C. Moonlighting

1. Moonlighting must not interfere with the ability of the resident to achieve the goals and objectives of the educational program.
2. Time spent by residents in Internal and External Moonlighting (as defined in the ACGME Glossary of Terms) must be counted towards the 80-hour Maximum Weekly Hour Limit.
3. PGY-1 residents are not permitted to moonlight.
4. For more information refer to the Policy on Moonlighting and Other Outside Professional Activities.

### D. Mandatory Time Free of Duty

Residents must be scheduled for a minimum of one day free of duty every week, averaged over a four-week period. Residents must be free from all educational and clinical responsibilities; at home call cannot be assigned on these free days. One day is defined as one continuous 24-hour period free from all clinical, educational, and administrative activities.

### E. Maximum Duty Period Length:

1. Duty periods of PGY-1 residents must not exceed 16 hours in duration.



2. Duty periods of PGY-2 residents and above may be scheduled to a maximum of 24 hours of continuous duty in the hospital.

Programs must encourage residents to use alertness management strategies in the context of patient care responsibilities. Strategic napping, especially after 16 hours of continuous duty and between the hours of 10:00 p.m. and 8:00 a.m., is strongly suggested.

It is essential for patient safety and resident education that effective transitions in care occur. Residents may be allowed to remain on-site in order to accomplish these tasks; however, this period of time must be no longer than an additional four hours.

Residents must not be assigned additional clinical responsibilities after 24 hours of continuous in-house duty.

In unusual circumstances, residents, on their own initiative, may remain beyond their scheduled period of duty to continue to provide care to a single patient. Justifications for such extensions of duty are limited to reasons of required continuity for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of a patient or family.

Under those circumstances, the resident must:

1. Appropriately hand over the care of all other patients to the team responsible for their continuing care.
2. Document the reasons for remaining to care for the patient in question and submit that documentation in every circumstance to the program director.

In addition, the program director must review each submission of additional service, and track both individual resident and program-wide episodes of additional duty.

#### F. Minimum Time Off Between Scheduled Duty Periods:

Adequate time for rest and personal activities must be provided. This includes:

1. PGY 1 residents should have 10 hours, and must have eight hours, free of duty between scheduled duty periods.
2. Intermediate-level residents should have 10 hours free of duty, and must have eight hours between scheduled duty periods. They must have at least 14 hours free of duty after 24 hours of in-house duty. Intermediate levels are defined by the program's individual Review Committee.
  - a. *General Surgery* – PGY 2 and PGY 3 residents are considered to be at the intermediate level.
  - b. *Internal Medicine* – No residents will be designated as being at the intermediate level.
  - c. *Internal Medicine Subspecialties* – No fellows will be designated as being at the intermediate level.

3. Residents in the final years of education must be prepared to enter the unsupervised practice of medicine and care for patients over irregular or extended periods. Each program's individual Review Committee defines the levels which are considered in the final years of education.
  - a. *General Surgery* – Residents at the PGY-4 level and beyond are considered to be in the final years of education.
  - b. *Internal Medicine* – PGY 2 and PGY 3 residents are considered to be in the final years of education.
  - c. *Internal Medicine Subspecialties* – All fellows are considered to be in the final years of education.
4. The preparation (in number 3 above) must occur within the context of the 80-hour, maximum duty period length, and one-day-off-in-seven standards. While it is desirable that residents in their final years of education have eight hours free of duty between scheduled duty periods, there may be circumstances when these residents must stay on duty to care for their patients or return to the hospital with fewer than eight hours free of duty.
5. Circumstances of return-to-hospital activities with fewer than eight hours away from the hospital by residents in their final years of education must be monitored by the program director.
6. In unusual circumstances, residents may remain beyond their scheduled period of duty or return after their scheduled period of duty to provide care to a single patient. Justifications for such extensions of duty are limited to reasons of required continuity of care for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of the patient or family. Such episodes should be rare, must be of the residents' own initiative, and need not initiate a new 'off-duty period' nor require a change in the scheduled 'off-duty period.'
7. Under such circumstances, the resident must appropriately hand over care of all other patients to the team responsible for their continuing care, and document the reasons for remaining or returning to care for the patient in question and submit that documentation to the program director.

#### G. Maximum Frequency of In-House Night Float

Residents must not be scheduled for more than six consecutive nights of night float.

#### H. Maximum In-House On-Call Frequency

PGY-2 residents and above must be scheduled for in-house call no more frequently than every-third-night (when averaged over a four-week period).

#### I. At-Home Call

1. Time spent by residents on at-home call must count towards the 80-hour maximum weekly hour limit. The frequency of at-home call is not subject to the every-third-night limitation, but must satisfy the requirement for one-day-in-seven free of duty, when averaged over four weeks.
  - a. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident.
2. Residents are permitted to return to the hospital while on at-home call to care for new or established patients. Each episode of this type of care, while it must be included in the 80-hour weekly maximum, will not initiate a new “off-duty period”.
3. The program director and the faculty must monitor the demands of at-home call in their programs and make scheduling adjustments as necessary to mitigate excessive service demands.

## Policy on Moonlighting and Other Outside Professional Activities

Moonlighting (i.e., medical services rendered outside the formal program assignments) is permitted by the program. Residents are not required to engage in moonlighting. While the faculty recognizes the benefit of experience in evaluating patients with acute, emergent problems, they also recognize the potential interference with the individual's education. If the program perceives significant deficiencies in the resident's performance or education, moonlighting activities may be curtailed or denied. Moonlighting must never interfere with regular resident responsibilities. Moonlighting residents are expected to be present (and appropriately rested) in their expected setting during all prescribed hours. Moonlighting must never occur without advance written permission of the Program Director.

During the resident's first year of graduate medical education, their license and professional liability insurance covers only residency-related activities and residents are not permitted to engage in moonlighting or other outside professional activities compensated or uncompensated, under any circumstances. Residents at the PGY-2 level and above may be granted permission to moonlight or engage in other outside professional activities, compensated or uncompensated, but only if they have obtained full licensure from the Florida Department of Health and have their own individual DEA registration number. Program Directors will establish policies governing moonlighting and other outside professional activities for their residents that are in compliance with the University and Review Committee guidelines.

University of Miami/JFK Medical Center Palm Beach Regional GME Consortium residents are provided professional liability insurance, the policy **DOES NOT** cover moonlighting or other outside professional activities. Additional occurrence type insurance, with limits of coverage not less than those provided via UMMSOM, must be arranged to cover moonlighting and other outside professional activities. Such insurance may be purchased by the resident or may be arranged by another individual/agency (i.e., the moonlighting employer). If the resident is not personally responsible for purchasing the additional coverage, he/she must request a certificate of insurance to document the existence of the appropriate coverage.

### *Moonlighting Frequency*

Residents on hospital services responsible for patient care either directly or in supervisory roles are permitted a maximum of 24 hours of moonlighting per month. Residents on outpatient care services are permitted a maximum of 48 hours of moonlighting per month. Moonlighting will not be permitted during "routine working hours." Residents may moonlight during vacation time without restriction but such activity must not exceed 80 hours/week.



### *Documentation of Moonlighting Hours*

Residents moonlighting must be noted on the time card and counted as work hours. Residents may not work more than 80 hours per week averaged over 4 weeks.

**The resident's performance will be monitored for the effect of these activities upon performance. Any adverse effects may lead to withdrawal of permission for moonlighting privileges.**

## Policy on Resident Impairment

The following Policy and Procedures for Resident Impairment (hereinafter "Impairment Policy") will provide institutional guidelines regarding the identification of and the resources for dealing with resident impairment. The Impairment Policy shall apply to all graduate medical trainees of the Consortium.

### **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:

1. Dereliction of normal duties
2. Inability to be aroused while on call and/or persistent tardiness
3. Disorganized thinking or memory impairment
4. Unprofessional or otherwise inappropriate behavior with peers, patients and their families, teaching faculty, or nursing staff
5. 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 discretion of his/her Program Director (in consultation with the DIO), the following actions will be taken:

1. 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.*

2. 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
3. The resident may be suspended or placed on sick leave
4. The resident may be placed on a formal leave of absence
5. 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 residency manual in the resident grievance procedure.

1. A resident with a documented substance abuse problem may be listed in the “National Practitioner Database” per the NPD rules.

## Policy on Resident Grievance Procedures

A Grievance is a cause of distress (such as an unsatisfactory working condition) felt to afford reason for complaint or resistance. This policy does not apply to actions arising out of the Resident Performance, Discipline and Dismissal Policy.

Grievances must be dealt with in a confidential manner, and without fear of retaliation. Incidents should be reported directly to one of the Chief Residents at the time of the incident.

If the Chief Resident is unable to adjudicate the situation, the attending on the team should be consulted.

If the resident does not feel as though the Chief Resident has effectively resolved the issue, he/she should take the problem to the Program Director.

If satisfactory resolution is still not apparent after the Program Director has become involved, then the resident should provide a written grievance report directly to the Director, Programs in the Office of Graduate Medical Education outlining the issue. The written grievance should describe the involvement of the Chief Resident and the Program Director. The Director, Programs will notify the DIO and review the written grievance report to ensure that all of the appropriate steps, as indicated above, were followed.

A grievance committee will then be formed consisting of, at least, the following individuals:

- a. The grievant's Program Director
- b. Director, Programs (or designee)
- c. Designated Institutional Official (or designee)
- d. A resident not involved with the situation
- e. Any other department representative deemed necessary by management to perform a reasonable investigation and decision-making process

Upon hearing the grievance, the committee will investigate all issues associated with the complaint and will provide a final written decision to the resident.

All proceedings and decisions of the grievance committee shall be reported to the Graduate Medical Education Committee and the applicable program director in a confidential manner.

If a resident would like to report duty hours violations, a complaint about services in a participating site or any other issue, the resident may make a confidential complaint using the House staff Feedback Form. The form is on-line at [www.gme.med.miami.edu](http://www.gme.med.miami.edu) and submits an anonymous e-mail directly to the Office of Graduate Medical Education for the DIO to review.



## Institutional Travel Award Policy

The following Policy and Procedures apply for resident travel and reimbursement for presentations submitted to the Institutional Travel Award Fund. This will provide institutional guidelines regarding travel for scholarly activities. The Institutional Travel Award Fund Policy shall apply to all graduate medical education training programs of the Consortium.

### Purpose

The involvement of residents in travel related to scholarly activity is necessary and encouraged by the Sponsoring Institution and its programs. The intent of the Institutional Travel Award Fund is to help residents defer the costs associated with presenting scholarly works at a conference.

### Policy

Reimbursement from the Institutional Travel Award Fund is limited to oral and poster presentations or other educational activities pre-approved by the Program Director. All abstract submissions must be pre-approved by the Resident's Program Administration. Failure to obtain pre-approval will result in denial of reimbursement.

The Institutional Travel Award Fund is limited per academic year, therefore, it is recommended that the residents identify opportunities as early as possible and work with their Program Administration to pre-approve allocation of funds. In order to allocate these funds for as many residents as possible, all reimbursement is capped at a maximum of:

- \$250 for State Chapter Conferences
- \$500 for In-state National Conferences
- \$1,000 for Out-of-state National Conferences

The resident may use his/her educational allowance to assist with the balance from the trip. Only the first author or designee will qualify for reimbursement. Routinely, one conference per resident per year will be considered. It will be up to the discretion of the program director to allow a resident to submit reimbursement for additional meetings. The policy follows the academic year commencing on July 1 and ending June 30. The date of the conference determines which academic year the reimbursement is awarded, NOT the date of submission of receipts.

### Specific Guidelines

All travelers are expected to be good stewards of Departmental resources and assist by using cost saving measures.

#### Transportation

- Airfare must be coach and travelers are encouraged to plan ahead to take advantage of the lowest possible fares.

- Excess baggage charges will be reimbursed when reasonable and necessary, i.e. traveling with heavy/bulky materials or equipment necessary for conducting business.

## Lodging

Every available attempt should be made to utilize the conference lodging. If the conference lodging is no longer available, reimbursement will be capped at the stated conference rate.

- Lodging is only reimbursed during the dates of the presentation. If a resident stays past the presentation date, any additional charges incurred during that time are the resident's responsibility. Lodging reimbursement will not exceed the official conference lodging rate.
- The University does **NOT** reimburse for lodging booked through Airbnb. Do **NOT** utilize this vendor or you will **NOT** be reimbursed.
- When more than one resident is traveling to attend the same meeting, if feasible, they should share accommodations.

## Meals

Meal reimbursement is limited to the \$50 per diem rate. Based upon the following conditions: if the traveler's departure time is after 3PM, their allowance is \$25. On the day of the traveler's return, if their arrival time is before 3PM their allowance is \$25. Any costs incurred over these limits will be the resident's responsibility.

- Alcoholic beverages are **NOT** reimbursed.
- Itemized receipts are required for all room service orders. Providing the amount on the folio is not sufficient for reimbursement.

## Reimbursement Procedures

Original, **itemized** receipts are required to be submitted to the resident's program administration no later than two weeks after the resident returns from the conference.

- Non-itemized receipts will **NOT** be reimbursed.
- All receipts must be recorded in the name of the resident. Receipts and hotel folios payable to/by family members cannot be submitted for reimbursement

The conference agenda **must** be submitted with the itemized receipts in order to process payment.

Upon program approval, all receipts are to be submitted to the GME Office for submission and reimbursement.

## **Policy for Final Payroll Date for Residents who Resigned or are Dismissed**

It is the policy of University of Miami/JFK Medical Center Palm Beach Regional GME Consortium that when a resident resigns or is dismissed, the resident will be paid through the effective date of the dismissal or resignation (effective date being defined as the date of the letter of resignation, or the date of the Institutional Appeal Hearing at which the intent of the Program Director to dismiss was upheld). Other benefits, i.e. maternity, will be paid as stated in the resident contract and/or manual.

## Program Evaluation Committee and the Annual Program Evaluation Policy

The following Policy and Procedures for Program Evaluation Committee and the Annual Program Evaluation Policy (hereinafter "Annual Program Evaluation Policy") will provide institutional guidelines regarding the establishment, the composition and responsibilities of the Program Evaluation Committee (PEC). The policy establishes a formal, systematic process to annually evaluate the educational effectiveness of the Residency Program curriculum, in accordance with the program evaluation and improvement requirements of the ACGME and the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium GMEC. The Program Evaluation Policy shall apply to all graduate medical education training programs of the Consortium.

Each ACGME-accredited residency program will establish a Program Evaluation Committee to participate in the development of the program's curriculum and related learning activities, and to annually evaluate the program to assess the effectiveness of that curriculum, and to identify actions needed to foster continued program improvement and correction of areas of non-compliance with ACGME standards.

### PROCEDURE:

#### *Program Evaluation Committee*

1. The Program Director will appoint the Program Evaluation Committee (PEC).
2. The PEC will be composed of at least 2 members of the residency program's faculty, and include at least one resident, unless there are no residents enrolled in the program (Common Program Requirement V.C.1.a.1).
3. The PEC must have a written description of its responsibilities, as specified in item 4, below (Common Program Requirement V.C.1.a).2).
4. The Program Evaluation committee will participate actively in (Common Program Requirement V.C.1.a).3.a-d):
  - a. planning, developing, implementing, and evaluating all significant activities of the residency program;
  - b. reviewing and making recommendations for revision of competency-based curriculum goals and objectives
  - c. addressing areas of non-compliance with ACGME standards, and reviewing the program annually, using evaluations of faculty, residents, and others, as specified below

### *Annual Program Evaluation*

The program, through the PEC, will document a formal, systematic evaluation of the curriculum at least annually, and will render a full, written, Annual Program Evaluation (APE) report (Common Program Requirement V.C.2).

1. The annual program evaluation will be conducted no later than two months after the start of each new academic year, unless rescheduled for other programmatic reasons.
2. Approximately two months prior to the review date, the Program Director will:
  - a. facilitate the Program Evaluation Committee's process to establish and announce the date of the review meeting
  - b. identify an administrative coordinator to assist with organizing the data collection, review process, and report development
  - c. solicit written confidential evaluations from the entire faculty and resident body for consideration in the review (if not done previously for the academic year under review)
3. At the time of the initial meeting, the PEC will consider:
  - achievement of action plan improvement initiatives identified during the last annual program evaluation
  - achievement of correction of citations and concerns from last ACGME program survey
  - residency program goals and objectives
  - faculty members' confidential written evaluations of the program
  - the residents' annual confidential written evaluations of the program and faculty
  - resident performance and outcome assessment, as evidenced by:
    - aggregate data from general competency assessments
    - Milestone assessments
    - in-training examination performance
    - case/procedure logs
    - aggregate scholarly activity productivity
    - additional items pertinent the program/specialty
  - graduate performance
    - aggregated three-year board pass rate
    - graduate employment and fellowship placement
    - graduate survey report
  - faculty development/education needs and effectiveness of faculty development activities during the past academic year
4. Additional meetings may be scheduled, as needed, to continue to review data, discuss concerns and potential improvement opportunities, and to make recommendations. Written minutes will be taken of all meetings.



5. As a result of the information considered and subsequent discussion, the Committee will prepare a written plan of action to document initiatives to improve performance in one or more of these areas:
  1. resident performance
  2. faculty development
  3. graduate performance
  4. program quality
  5. continued progress on the previous year’s action plan

The plan will delineate how those performance improvement initiatives will be measured and monitored. The program will complete the Annual Program Evaluation report template approved by GMEC to summarize the findings and action plan.

6. The final report and action plan will be reviewed and approved by the program’s teaching faculty, and documented in faculty meeting minutes. A report will be provided to the GME office to be discussed at a full meeting of the GMEC according to the assigned schedule. If at the time of the report any data is unavailable, such data should be presented to the GMEC upon receipt as an amendment to the APE report.

<b>Program</b>	<b>Reporting Schedule</b>
General Surgery	August
Internal Medicine	October
Cardiovascular Disease	December
Hospice & Palliative Medicine	December

## Special Review Protocol

The GMEC shall conduct periodic special reviews of each UM/JFK Palm Beach Regional GME Consortium sponsored program in accordance with this GMEC-approved Protocol to determine compliance with the Institutional, Common and Specialty and Sub-specialty-specific Requirements and Program Requirements of the ACGME and relevant ACGME Review Committees (RCs). The review will be conducted on an ad hoc basis, at the recommendation of the Program Evaluation Committee (PEC), or if there are concerning areas identified by the GMEC thought its Annual Institutional Review (AIR).

The review will be conducted by the GMEC or a body designated by the GMEC, which shall include at least one faculty member and one resident, from within the Sponsoring Institution, but not from within the GME Program being reviewed. At the discretion of the GMEC, in addition to the categories of members listed above, committee members may also include:

1. GME administrators from outside the Program being reviewed or administrators from major hospital affiliates.
2. Program Directors of the Consortium's affiliated residencies.
3. External reviewers not affiliated with UM/JFK Palm Beach Regional GME Consortium or its affiliated programs.

### A. Process

The Special Review of a program may be requested by the GMEC when any of the following occur:

- Change in ACGME accreditation status to probation or accreditation with warning;

A Special Review may be requested when 3 or more of the following occur:

- ACGME letter of concern
- ACGME Resident Survey: overall less than 80% compliance and/or downward trend in more than one subcategory of the Survey
- ACGME Faculty Survey: overall less than 80% compliance and/or downward trend in more than one subcategory of the Survey
- Board pass rates <80%
- Duty hour reporting compliance rates less than 90%

Results of the institutionally generated survey of residents and faculty showing meaningful areas of concern related to faculty supervision, educational content or the learning environment. This will be determined by the GMEC

The Special Review Process

1. Assessment of the program's compliance with the Institutional, Common and Specialty/Subspecialty Program Requirements of the ACGME/Review Committees. This will specifically include:
  - a. Professionalism, Personal Responsibility and Patient Safety
  - b. Transitions of Care
  - c. Alertness Management/Fatigue Mitigation
  - d. Supervision of Residents
  - e. Clinical Responsibilities
  - f. Teamwork
  - g. Duty Hours
  - h. Educational objectives and effectiveness in meeting those objectives
  - i. Educational and financial resources
  - j. Effectiveness in addressing areas of non-compliance and concerns in previous ACGME accreditation letters of notification and previous internal reviews
  - k. Effectiveness of educational outcomes in the ACGME general competencies
  - l. Effectiveness in using evaluation tools and outcome measures to assess a resident's level of competence in each of the ACGME general competencies
2. Monitoring of the implementation of policies that affect all sponsored residency programs regarding the quality of education and the work environment for the residents.
3. A review of formal written policies and adherence to the formal written policies and procedures governing resident duty hours, in accordance with the ACGME institutional and program requirements.
4. Assurance that there is appropriate supervision for all residents that is consistent with proper patient care, the educational needs of residents, and the applicable Program Requirements. Specifically, the review will address the following:
  - a. Residents must be supervised by teaching staff in such a way that the residents assume progressively increasing responsibility according to their level of education, ability, and experience.
  - b. On-call schedules for teaching staff must be structured to ensure that supervision is readily available to residents on duty.
  - c. The teaching staff must determine the level of responsibility accorded to each resident.
  - d. Review the process for transitions of care of patients cared for by the residents within the program.
5. Assurance that the program provides a curriculum and an evaluation system to ensure that residents demonstrate achievement of the six general competencies as defined in each set of Program Requirements, including the areas of quality improvement and patient safety.



6. Assurance that the Program's process of the selection, evaluation, promotion, and dismissal of residents, is in compliance with the Institutional and Program Requirements.
7. Review the program's annual program improvement efforts. Specifically, the review will address the following:
  - a. Resident performance utilizing aggregate data
  - b. Faculty development activities
  - c. Graduate performance including the graduates' performance on board certification examination
  - d. Program Quality as outlined in the Common Program Requirements, where confidential annual survey responses from Residents and Faculty are utilized to make improvements to the program.

## **B. Required Materials and Data**

The internal review committee will conduct interviews with the program director and program administrator; key faculty members; a minimum of one peer-selected resident from each level of training in the program along with any other individuals deemed necessary by the internal review committee.

The program should submit the following items to the internal review committee for data analysis:

1. The current ACGME Common, Specialty/Subspecialty-specific Program and Institutional Requirements.
2. Accreditation letters of notification from the most recent ACGME RC Review and progress reports submitted to the program's respective RC.
3. Internal and external resident surveys including the Annual ACGME Resident Survey.
4. The Program's supervision policy
5. The Program's Duty Hours and Moonlighting Policies
6. The Program's Overall Goals
7. The Program's Competency-based Goals and Objectives for each rotation
8. Sample evaluation forms to include a rotation evaluation, a 6-month semiannual evaluation and a final evaluation of residents
9. The most recent Annual Program Evaluation
10. The Program's Board Certification Examination report
11. The Program's selection and eligibility policy
12. Pertinent Procedural Statistics

13. Any other information requested by the Special Review Committee

**C. Report, Action Plan and Oversight**

A written report of the Special Review will be developed which will contain a summary of the findings, an action plan including a time line for areas of noncompliance.

Oversight of this process will be the responsibility of the GMEC.

## Residency Training Verification Policy

The following Policy and Procedures for Residency Training Verification (hereinafter "Verification Policy") will provide institutional guidelines regarding the management and reporting of residency training verification requests. The Verification Policy shall apply to all graduate medical education training programs of the Consortium.

Residency/fellowship training verification forms are processed by the individual programs.

The form(s) should come directly from the entity requesting the verification, with the exception of state licensing forms.

The form **MUST** be accompanied by the resident's signed authorization to release information.

Under no circumstances, will training verifications be verbally confirmed over the phone.

Fee Structure:

- Standard verification letter on program letterhead \$25.00
- Verification of training dates \$25.00
- Verification forms requesting more detail than dates of training \$50.00
- Notarized documents add \$10.00
- Rush service add \$25.00

Verifications will not be completed until payment has been received. Please allow up to three weeks to process the verification. Payment will be accepted by check or money order.

Residency & Fellowship verifications are charged separately.

Verification fees are waived for the following:

1. **Current residents/fellows.**
2. **Recently graduated residents/fellows.** Within the two years of completion of their residency, verifications will be provided free of charge.
3. **Governmental agencies.** Verifications are free of charge for state licensing boards, VAMC or for residents entering the military.

## Institutional Disaster Policy

**PURPOSE:** To establish the procedures to be followed to provide administrative support for the University of Miami/JFK Medical Center Palm Beach Regional GME Consortium Graduate Medical Education programs and residents subsequent to an event or series of events that cause significant interruption in the provision of patient care, as mandated by ACGME's Policies and Procedures.

**SCOPE:** This policy applies to all ACGME-accredited residency programs, associated faculty, residents, and staff.

**DECLARATION OF DISASTER:** Events that require application of this policy include major, unexpected disruptions to the continued safety and/or function of the participating site's hospital's physical plant resulting from natural disaster, local emergency, or man-made disaster. When such an occurrence restricts the ability of the participating site to provide for the safe and effective training of actively enrolled residents, the following "Institutional Disaster Policy" shall be enacted. Declaration of a qualifying disaster is made by the DIO, in collaboration with the regional dean, the hospital CEO, the CFO, affected Program Directors, and Department Chairs. When possible, an emergency meeting of the GMEC - conducted in person, through conference call, or through web-conferencing - shall be convened for discussion and decision-making as appropriate.

### **PROCEDURE:**

After declaration of a disaster, triggering implementation of the Consortium's Institutional Disaster Policy:

#### **Immediate Actions**

- The DIO or designee will notify the ACGME Institutional Review Committee Executive Director within ten days. The DIO and IRC ED will determine the due date for submission of plans for program reconfigurations and resident transfers.

The DIO will then provide initial and ongoing communication to the CEO and all Program Directors.

- Once notified by the DIO or designee, each Program Director will contact his/her respective RC and establish ongoing communication.

In addition, the Program Director will determine/confirm the location of all residents; determine the means for ongoing communication with each; and notify emergency contacts of any resident who is injured or cannot be located.

- After being contacted by his/her Program Director (or if the Resident has become separated from his/her program and is unable to contact the Program Director or

designee), each resident will contact the RC Executive Director to exchange information as needed.

- The ACGME Website will provide a source for ongoing information about the status of the disaster declaration for residents and program representatives. Continued communication with the ACGME designated officials is mandatory.

### **Intermediate Actions**

- Any declared disaster which continues to have a substantial negative impact on the ability of the residency program to maintain compliance with basic requirements for GME education and program structure for more than 30 days will require transfer of residents from that program to continue their education. The initial decision to transfer the residents will be made by the DIO, the Program Director and the CEO of the affected hospital. Individual transfer decisions are made by the DIO in collaboration with the Program Director, and are discussed with and approved by the GMEC.
- Program Directors are to use the previously developed contact list of potential sites for resident placement, beginning with other sponsoring institution divisions with ACGME accredited residencies. The Program Director and DIO are jointly responsible for maintaining ongoing communication with the GMEC throughout the placement process.

### **Document Storage and Access**

- All permanent resident files, and other key program documents, will be maintained in duplicate in Human Resources at the University of Miami, as well as in the New Innovations system. In addition, policies and procedures are housed on the website to provide for the continuing security of critical documents prior to any disaster, or building disruption affecting document storage.
- The master lists, including contacts for ACGME staff, program faculty, hospital administration, all residents and emergency contacts will be updated annually. For any resident whose emergency contact resides outside of the United States, the resident must identify a local emergency contact within two months of employment. This list will be available through New Innovations, under password protection, able to be accessed by, the DIO or designee, the program directors, and other key individuals identified by the GMEC.

### **Resident Transfer**

- If, due to the declared disaster, the residency programs are unable to maintain compliance with basic requirements for GME education within 30 days of the disaster, transfer of the resident will occur. If the program is unable to restart its education program after a period of 6 months, the residents will continue in the receiving program until the end of the

academic (PGY) year. If the program is able to maintain compliance with the basic requirement for GME education at that time, the resident will return to the program to complete the remainder of their training at our institution.

- The DIO, working with the CEO and the CFO will work with CMS and the ACGME to assist the receiving institution in temporary adjustment of resident caps and approved positions.
- The resident will be provided with continued salary and benefits until completion of the transfer process.

## Policy for Closure and Reduction of Residency

The following Policy and Procedures for Residency Closure and Reduction (hereinafter "Closure and Reduction Policy") will provide institutional guidelines regarding residency closure and/or complement reductions. The Closure and Reduction policy shall apply to all graduate medical education training programs at the University of Miami/JFK Palm Beach Regional GME Consortium.

In the event that the Consortium chooses to *CLOSE* a residency program, the following must occur:

1. The Designated Institutional Official will notify the Graduate Medical Education Committee and Program Director at least 1 year in advance of a closure of a program.
2. Residents under contract will be informed of the decision to close their residency as early as possible.
3. Residents under contract will be allowed to complete their program if they continue to meet the requirements for advancement and graduation.
4. The affiliated hospitals will provide the Program Director with the necessary resources to graduate residents under contract.
5. 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.

In the event that the Consortium chooses to *REDUCE* the number of residents in a program, the following must occur:

1. 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.
2. 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.
3. 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.
4. Residents under contract will be allowed to complete their program if they continue to meet the requirements for advancement and graduation.
5. The affiliated hospitals will provide the Program Director with the necessary resources to graduate residents under contract.
6. Changes in services provided by the residents that occur as a result of a reduction are at the discretion of the Program Director.



## Policy on Vendor Relationships

<b>UMMG Policy</b>	<b>Interactions with Health Industry Entities</b>
<b>Approved by: UMMG Executive Committee</b>	
<b>Date Approved: <i>NOVEMBER 22, 2011</i></b>	

It is the policy of the University to conduct business with full transparency, disclosing all conflicts of interests and acknowledging activities or relationships that could be perceived to be conflictive in nature. All Healthcare Professionals should abide by all University of Miami Conflict of Interest policies. In addition, the University of Miami Medical Group has adopted the following policy that shall apply to all HealthCare Professionals and pharmaceutical/medical device industry representatives.

1. **BASIS OF PRACTITIONER/VENDOR INTERACTIONS**

Relationships between Healthcare Professionals and Industry Representatives are intended to benefit patients and to enhance the practice of medicine. Interactions between industry representatives and practitioners and staff should be focused on informing healthcare professionals about products, providing scientific and educational information, and supporting medical research and education. These interactions usually occur to obtain information about new drugs in the formulary or for training and evaluation of equipment/devices. Industry representatives may interact with professionals in non-patient care areas, by appointment only. Representatives are not allowed in patient care areas, may not see patients or medical records, and may not attend rounds or surgery. One exception is that industry representatives may be allowed in patient care areas to provide training on devices or equipment, if appropriate patient authorization is obtained prior to the interaction, where applicable. They are prohibited from using clinical areas and the University of Miami email system and addresses to inform practitioners/staff of industry sponsored events. The University will establish a procedure for registration of Industry Representatives (as stated in March 2004 policy).

2. **INFORMATIONAL PRESENTATIONS BY OR ON BEHALF OF A PHARMACEUTICAL COMPANY**

Informational presentations and discussions by Industry Representatives speaking on behalf of a company, whether on UM premises or not, must provide valuable scientific and educational benefits. Inclusion of a Healthcare Professional's spouse or other non-healthcare professional guests is not permitted.



3. **MEALS**

In connection with such presentations or discussions, occasional meals (but no entertainment/recreational events) may be offered so long as they: (a) are modest as judged by local standards; (b) occur in a venue and manner conducive to informational communication; and (c) provide scientific or educational value. Financial support for meals or receptions may be provided to the CME sponsors who in turn can provide meals or receptions for all attendees. A company also may provide meals or receptions directly at such events if it complies with the sponsoring organization's guidelines. Offering "take-out" meals or meals to be eaten *without* a company representative being present (such as "dine & dash" programs) is not permitted.

4. **EDUCATIONAL OR PROFESSIONAL MEETINGS**

- a. Continuing medical education (CME) or other scientific and educational conferences or professional meetings can contribute to the improvement of patient care and therefore, financial support from companies is permissible. Since the giving of any subsidy directly to a Healthcare Professional by a company may be viewed as an inappropriate cash gift, any financial support should be given only to the department, division or similar administrative unit, and not directly to the conference sponsor, facilitator, or individual practitioners. When companies underwrite medical conferences or meetings other than their own, responsibility for and control over the selection of content, faculty, educational methods, materials, and venue belongs to the organizers of the conferences or meetings in accordance with their guidelines.
- b. Financial support should not be offered for the costs of travel, lodging, or other personal expenses of non-faculty healthcare professionals ("non-faculty" refers to those not speaking or teaching at the event) attending CME or other third-party scientific or educational conference or professional meetings, either directly to the individuals attending the conference or indirectly to the conference's sponsor (except as set out in section 6 below).
- c. Meeting Attendance: Funding is not permitted to compensate for the time spent by Healthcare Professionals attending the conference or meeting. Honoraria are only for educational presentations.
- d. Financial support for meals or receptions may be provided to the CME sponsors who in turn can provide meals or receptions for all attendees. A company also may provide meals or receptions directly at such events if it complies with the sponsoring organization's guidelines. In either of the above situations, the meals or receptions should be modest and be conducive to discussion among faculty and attendees, and the amount of time at the meals or receptions should be clearly subordinate to the amount of time spent at the educational activities of the meeting.
- e. A conference or meeting shall mean any activity, held at an appropriate location, where: (a) the gathering is primarily dedicated, in both time and effort, to promoting objective scientific and educational activities and discourse (one or more educational presentations(s)

should be the highlight of the gathering); and (b) the main incentive for bringing attendees together is to further their knowledge on the topic(s) being presented.

## 5. CONSULTANTS

- a. Physicians who provide consulting services, the scope of which is defined in advance in a written and signed contract, are permitted to be offered reasonable compensation for those services and to be offered reimbursement for reasonable travel, lodging, and meal expenses incurred as part of providing those services, as approved by the Chair, or by the Dean, in the case of a Chair, and in accordance with University policy. Compensation and reimbursement that would not be permitted in other contexts can be acceptable for bona fide consultants in connection with their consulting arrangements. Token consulting or advisory arrangements should not be used to justify compensating Healthcare Professionals for their time or their travel, lodging, and other out-of-pocket expenses. The written contract must specify the nature of the services to be provided, the amount of compensation and the basis for payment of those services. The following additional factors support the existence of a bona fide consulting arrangement (not all factors may be relevant to any particular arrangement):
  - i. a legitimate need for the services has been clearly identified in advance of requesting the services and entering into arrangements with the prospective consultants;
  - ii. the criteria for selecting consultants are directly related to the identified purpose and the persons responsible for selecting the consultants have the expertise necessary to evaluate whether the particular healthcare professionals meet those criteria;
  - iii. the number of healthcare professionals retained is not greater than the number reasonably necessary to achieve the identified purpose;
  - iv. the retaining company maintains records concerning, and makes appropriate use of, the services provided by consultants;
  - v. the venue and circumstances of any meeting with consultants are conducive to the consulting services and activities related to the services are the primary focus of the meeting, and any social or entertainment events are clearly subordinate in terms of time and emphasis.
- b. Non-faculty and non-consultant attendees may not accept honoraria, travel or lodging expenses to attend company-sponsored meetings. Participation in interactive sessions is not considered consulting.
- c. The UMMG consulting policy should be reviewed to be certain that professional income is properly designated. UMMG policy states:
  - i. Consulting agreement income is defined as income received for providing advice or services to a company, agency or individual for the benefit of that company, agency or individual. Consulting generally consists of providing a service or advice rather than giving a prepared talk or presentation;
  - ii. Honorarium is defined as payment for presentation of an educational talk, speech, academic presentation or panel discussion only. The honorarium may include travel expenses and is generally given on a per speech or event basis. Payment for giving advice to a particular individual, agency or company in response to a specific

question or questions is generally not considered an honorarium. Payment for the presentation or dissemination of knowledge and information to an audience comprised of various individuals and companies can be considered an honorarium.

## 6. **SPEAKER TRAINING MEETINGS**

It is permitted for healthcare professionals who participate in Speakers Bureaus or Consulting Programs funded by industry to be offered reasonable compensation for their time, considering the value of the type of services provided, and to be offered reimbursement for reasonable travel, lodging, and meal expenses. (This provision does not apply to meetings of professional societies that may receive partial industry support, meetings governed by ACCME Standards, and the like.)

Individuals who actively participate in those activities should follow these guidelines:

- a. the participants receive extensive training on the company's drug products or mechanical devices and on compliance with FDA regulatory requirements for communications about such products;
- b. this training will result in the participants providing a valuable service to the company;
- c. The contracts for these services are reviewed and endorsed by the appropriate clinical department chair and/or division chief;
- d. Financial support by industry is fully disclosed at the meeting by the sponsor;
- e. The meeting or lecture content is determined by the speaker and not the industrial sponsor;
- f. The lecturer is expected to provide a balanced assessment of therapeutic options and should promote objective scientific and educational activities and discourse;
- g. UM physician is not required by the company sponsor to accept advice or services concerning teachers, authors, or other educational matters including content as a condition of the sponsor's contribution of funds or services;
- h. Gifts of any type should not be accepted.
- i. Time spent in preparing and delivering the lectures does not impair the UM physician's ability to fulfill Departmental responsibilities;
- j. The lecturer explicitly describes all his or her related financial interests (past, existing, or planned) to the audience;
- k. The lecturer makes clear to the audience that the content of the lecture reflects the views of the lecturer and not UMMG or UM;
- l. Physicians should not facilitate the participation of UM trainees in industry-sponsored events that fail to comply with these standards;
- m. The use of UMMG or UM name in non-UM events is limited to the identification of the individual by his or her title and affiliation.
- n. UM physicians' names and likenesses are not allowed to appear in marketing materials for the sponsor or the sponsor's products, or to participate in activities intended for the sole purpose of their promotion.
- o. This policy governs all UM practitioners, clinical and administrative staff, and all those participating in UM medical education programs.

## 7. **SCHOLARSHIPS AND EDUCATIONAL FUNDS**

Financial assistance for scholarships or other educational funds to permit medical students, residents, fellows, and other healthcare professionals in training to attend carefully selected educational conferences or to sponsor any part of their training may be offered, so long as the selection of individuals who will receive the funds is made by the academic or training institution and the funding is provided to the department or division, with no direct support to the trainee(s). "Carefully selected educational conferences" are generally defined as the major educational, scientific, or policy-making meetings of national, regional, or specialty medical associations.

#### 8. **GIFTS, EDUCATIONAL AND PRACTICE-RELATED ITEMS**

Items primarily for the benefit of patients may be offered to healthcare professionals if they are not of substantial value.

- a. Items should not be offered on more than an occasional basis, even if each individual item is appropriate.
- b. Items intended for the *personal benefit* of Healthcare Professionals may not be offered or accepted.
- c. Payments in cash or cash equivalents (such as gift certificates) shall not be offered to Healthcare Professionals either directly or indirectly, except as compensation for bona fide services (as described in parts 4 and 5).
- d. **Research Grants:** All grants should be made in accordance with institutional guidelines and only through clearly defined agreements.

#### 9. **PRODUCT SAMPLES**

No Samples of drugs, medical devices, or any other products may be accepted by UM Miller School of Medicine faculty, staff or students under any circumstances and will not be permitted in any School of Medicine facilities.

#### 10. **INDEPENDENCE OF DECISION MAKING**

No grants, scholarships, subsidies, support, consulting contracts, or educational or practice related items can be provided or offered to a Healthcare Professional in exchange for prescribing products or for a commitment to continue prescribing products. Nothing should be offered or provided in a manner or on conditions that would interfere with the independence of a Healthcare Professional's prescribing practices.

- a. **Purchasing/Formulary Decision-Making:** If an employee is involved with making a purchasing or formulary decision, and if either the employee, his or her family, partners, or other individuals with whom they have a personal relationship have received a gift or compensation from or have any other financial interest in the business being considered, the employee is required to disclose the conflict. The employee may then provide evidence and their insight regarding the product or service, but have no vote in the purchasing or formulary decision.
- b. **Family and Personal Relationships - Interaction with Industry:** Faculty/staff must not use their official University position(s) or influence for further gain or advancement for themselves, their families, partners, or other individuals with whom they have a personal relationship.

- c. **Ghost Writing:** Practitioners shall only use information from industry with review and modification, as required.

**11. VISITOR REGISTRATION FOR INDUSTRY REPRESENTATIVES**

The University will establish a procedure for registration of Industry Representatives.

**12. ENFORCEMENT FOR INDUSTRY REPRESENTATIVES**

Industry Representatives who do not adhere to this Policy may lose their privileges to visit the University facilities.

**13. ENFORCEMENT FOR UM PRACTITIONERS AND STAFF**

Deviation by UM Practitioners and Staff from this policy will be addressed in the following manner:

1. Unintentional and minor deviation from policy

*Action:* Verbal reprimand from department chair or delegated supervisor

2. Subsequent unintentional deviation from policy

*Action:* Written reprimand from department chair and warning that any further infractions would result in a fine.

3. Intentional or flagrant or repeated offenses

*Action:* Minimum fine of 5% of monthly salary, based on previous 12-month average. Higher amounts may be imposed if deemed appropriate by the nature of the infraction.

4. Additional intentional or flagrant or repeated offenses; or significantly egregious offense

*Action:* Termination from medical staff, including relinquishment of clinical privileges or termination from employment, as deemed appropriate

The department chair will be accountable for enforcing the policy when violations occur within the department. The department chair may request recommendations from the UMMG on which sanctions may be most appropriate as individual issues arise. The Dean is ultimately responsible for ensuring that the chairs enforce the policy.



## **Employee Relations**

It is not possible that this employee manual will anticipate every circumstance or question about policies in effect for University of Miami Miller School of Medicine employees. During the course of your employment as a resident, you may have questions about certain policies and procedures, which are not answered by this manual. You are strongly encouraged to deal openly and directly with University of Miami/JFK Medical Center Palm Beach Regional GME Consortium staff to receive answers to your questions or complaints.

THE UNIVERSITY OF MIAMI IS AN EQUAL OPPORTUNITY EMPLOYER