

**LARKIN COMMUNITY HOSPITAL
ACGME RESIDENT/FELLOW AGREEMENT**

This RESIDENT/FELLOW Employment Agreement (“Agreement”) is entered on this Day of Month Year by and between **LARKIN COMMUNITY HOSPITAL (hereafter referred as the “HOSPITAL”)** and **First and Last Name, Credentials** (hereafter referred as “RESIDENT/FELLOW”). RESIDENT/FELLOW and HOSPITAL are hereinafter referred to each as a “Party” and collectively, as the “Parties.”

R E C I T A L S

WHEREAS, HOSPITAL is licensed by the State of Florida to operate Larkin Community Hospital (LCH), which conducts Post Graduate Training Programs for internships, residencies and fellowships program (“Program”) in accordance with the accreditation rules and regulations of the **Accrediting Council on Graduate Medical Education (ACGME)** and,

WHEREAS, This Agreement is entered into for the purpose of defining the relationship between the HOSPITAL and the RESIDENT/FELLOW during the RESIDENT/FELLOW’s participation in the **Program Name Post Graduate Training Program** approved by the **ACGME** operated at the HOSPITAL and supersedes any prior agreements for the same purpose and covering the same period of time.

WHEREAS, The attachments or exhibits and documents referenced herein, to, the Acknowledgements of the RESIDENT/FELLOW, including, but not limited to, the HOSPITAL’s Human Resources Policies and Procedures, the HOSPITAL’s Medical Staff Bylaws, Rules and Regulations, the LCH Employee Handbook, GME House Staff Manual and Program Training Manual in their entirety as if fully set forth in the Agreement. Nothing herein shall preclude the HOSPITAL from amending any documents from time to time in its sole discretion.

WHEREAS, RESIDENT/FELLOW desires to participate in the **Post Graduate Training Program** offered by HOSPITAL; and,

WHEREAS, HOSPITAL desires for RESIDENT/FELLOW to participate in the **Post Graduate Training Program**.

NOW THEREFORE, in consideration of the promises and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

APPOINTMENT: HOSPITAL hereby appoints RESIDENT/FELLOW to participate in the Program as an Graduate Medical Education RESIDENT/FELLOW and RESIDENT/FELLOW hereby accepts such appointment. Final confirmation for appointment shall be subject to: satisfactory health examination conducted by HOSPITAL’s Employee Health Office (including a drug screening and Level II background check performed by HOSPITAL Human Resources), submission of Proof of Certification by the American Heart Association in Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS), prior to the start of the post graduate training program, (and these certifications must be valid for a minimum of 18 months from the beginning of residency), and, only applicable to certain training programs, required to attain certification in Advanced Trauma Life Support (ATLS), prior to the start of the Post Graduate Training Program. For those programs requiring ATLS Training, certification proof is required prior to the start of residency program.

1. EMPLOYMENT

1.1 HOSPITAL hereby employs RESIDENT/FELLOW during the period RESIDENT/FELLOW participates in the training program. During the Term of this Agreement, RESIDENT/FELLOW shall

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be subject to and abide by all HOSPITAL's employment and other policies, procedures, directives, rules and regulations as they presently exist and are promulgated by HOSPITAL from time to time hereafter (the "HOSPITAL's Policies") provided, however, that in the event of any inconsistency between HOSPITAL's Policies and this Agreement, the terms of this Agreement shall prevail.

1.2 Engaging in any services outside of the scope of this Agreement ("Moonlighting Activities") is discussed in the GME House Staff Manual. Any extracurricular employment opportunities must be approved by:

- A: Program Director (PD)
- B: Designated Institutional Official (DIO)

2. TERM

The term of this Agreement (the "Term") shall be one (1) year commencing on July 1, 20year (the "Commencement Date") and ending on June 30, 20year, in the **Department of Graduate Medical Education at the Post Graduate Year (PGY)-training year.**

3. COMPENSATION

RESIDENT/FELLOW shall receive an annual salary of salary Base Salary (PGY-training year). The Salary shall be **increased by \$1,000.00 each additional year** of post graduate training. The Base Salary shall be payable in bi-weekly installments in accordance with the HOSPITAL's Policies. No compensation shall be payable to the RESIDENT/FELLOW for any services for which the RESIDENT/FELLOW has not submitted the requested documentation to HOSPITAL, including the timely completion and submission of any applicable time logs.

4. BENEFITS

During the Term of this Agreement, HOSPITAL agrees to provide to the RESIDENT/FELLOW those benefits as set forth on Exhibit "A," and in the LCH Employee Handbook. These benefits are subject to Amendment periodically by the HOSPITAL.

5. RESPONSIBILITIES OF THE RESIDENT/FELLOW

RESIDENT/FELLOW shall use his/her best efforts as follows:

5.1 Participate in the Program and satisfactorily perform all RESIDENT/FELLOW's duties, tasks, and responsibilities under the Program in accordance with the provisions of this Agreement, the Program Training Manual, a copy of which is provided to RESIDENT/FELLOW at the beginning of each academic year; the GME House Staff Manual, a copy of which is provided to RESIDENT/FELLOW; the LCH Employee Handbook, a copy of which is freely accessible upon request at the Human Resources Department or using the Application Policy Manager via internet and to all HOSPITAL's other policies, procedures and manuals as relevant. The RESIDENT/FELLOW shall report and be responsible to the PD, DIO and to key GME leadership.

5.2 Fulfill those obligations contained in (a) the Program's Training Program; as well as to attend all educational activities of the Program; satisfactorily complete at a minimum one (1) Scholarly Activity project accepted for publication and one (1) Quality Improvement project with the approval of the HOSPITAL Department of Research and Academic Affairs, and as required, assume responsibility for

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teaching and supervising other HOSPITAL house staff members and trainees; and,

5.3 Fulfill all Program requirements, including but not limited to (a) maintaining at all times RESIDENT/FELLOW eligibility, and (b) the completion of all program rotations to the satisfaction of the PD; and,

5.4 Comply with the Policies and Procedures of the **ACGME**; and,

5.5 Comply with the HOSPITAL's Medical Staff Bylaws, Rules and Regulations (collectively, "Medical Staff Bylaws"). Notwithstanding the foregoing, the RESIDENT/FELLOW acknowledges that he/she is not eligible for medical staff membership and is not entitled to any rights afforded medical staff members pursuant to such Medical Staff Bylaws; and,

5.6 To perform to the best of RESIDENT/FELLOW's ability all assigned duties in a professional manner as in accordance with the Program Training Manual and to maintain such standards of competence and ethics, as determined by the HOSPITAL and the PD; and,

5.7 To observe all rules and regulations of the HOSPITAL, Medical Staff, **ACGME**, and the Joint Commission, the Post Graduate Training Program, and all applicable laws, rules, and regulations set forth by any Federal or State Agency; and,

5.8 To engage, during the Year, only in such activities of a professional nature as are appropriate to the Program and as are approved by the HOSPITAL and the PD; and

5.9 To refrain, during the Post Graduate Training Program, from engaging or participating in any activities that would interfere with the effective performance of all assigned duties and responsibilities.

5.10 To abide by the Institution and GME Code of Conduct as determined by PD, including but not limited to dress, appropriate grooming of hair and hands, appropriate personal hygiene, attendance and refraining from use of intoxicants which may affect duty performance. The term "appropriate" shall be left to the discretion of HOSPITAL Administration and PD; and

5.11 To timely register and maintain current active licensure as a physician in training, with the Florida Department of Health, **Board of Medicine/Board of Osteopathic Medicine** and to provide all information required by such agencies from time to time.

5.12 Accept assignments to rotations as determined by the PD to fulfill the educational requirements and participate fully in the educational activities of the Post Graduate Training Program.

5.13 Participate in safe, cost effective, and compassionate care commensurate with the RESIDENT/FELLOW's level of experience and competence under progressive supervision commensurate with his/her level of advancement and responsibility.

5.14 Participate in the Program as provided for herein and shall: (i) provide satisfactory, prompt services to patients, regardless of sex, religion, race, color, national origin, or any handicap, whether perceived or actual, (ii) use diligent efforts and good judgment, and (iii) satisfactorily perform under this Agreement as may be required by HOSPITAL, and any applicable federal, state or local standard, ruling or regulation or by any agency, corporate entity, or individual exercising authority with respect to or affecting HOSPITAL.

5.15 Develop a personal program of self-study and professional growth with the guidance and direction of

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the Post Graduate Training Program's teaching Faculty.

5.16 Participate in institutional programs and activities related to the Program, and in committees and councils activities as assigned, especially those that relate to patient care review activities and Post Graduate Training Program oversight activities.

5.17 Complete required evaluations in a timely manner as stipulated in Program Training Manual.

5.18 Document and maintain work hour logs as required by Institutional Policy on Work Hours, which are in compliance with the **ACGME** requirements.

5.19 Document and maintain patient and/or procedures logs as required by the **ACGME** and Program Training Manual.

5.20 For the **COMLEX Level 3/USLME Step 3** examination, please refer to the Program Training Manual for program specific guidelines.

5.21 RESIDENT/FELLOWS agree to sit for board exam in their specialty as soon as exam is available upon completion of the training program, regardless of future fellowships or other training programs.

6. RESPONSIBILITIES OF HOSPITAL

6.1 Provide RESIDENT/FELLOW a suitable environment for an educational experience favorable to the achievement of the program goals and objectives.

6.2 Provide a Post Graduate Training Program which meets the standards of the Essentials of Accredited Residencies in Graduate Medical Education by the **ACGME**.

6.3 Maintain on HOSPITAL premises through the Medical Staff Office or Office of Graduate Medical Education records and documentation relevant to training provided by HOSPITAL for the purposes of post-graduate accreditation.

6.4 Undertake an evaluation and documentation of the clinical core competences of the RESIDENT/FELLOW in accordance with this Agreement.

6.5 Present the RESIDENT/FELLOW with an appropriate certificate upon the satisfactory completion of the Post Graduate Training Program.

6.6 HOSPITAL shall in accordance with **ACGME** requirements, make good faith efforts to assist RESIDENT/FELLOWS adversely affected by the reduction of a program or its withdrawal of accreditation to find placement in another position in an accredited program. Such efforts shall include Post Graduate Training Program position search assistance, the provision of honest letters of reference, and the granting of reasonable time off for interviews, consistent with patient care needs.

6.7 HOSPITAL endorses the principles of progressive discipline and seeks to address substandard performance and/or conduct with the least severe action necessary to effect the preferred change.

6.8 HOSPITAL agrees that any academic or other disciplinary action, including dismissal, or non-renewal, which may be taken against an RESIDENT/FELLOW, will be in accordance with fair Institutional Policies and Procedures as described in the LCH Employee Handbook and GME House Staff Manual.

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6.9 HOSPITAL agrees that the arbitration of any RESIDENT/FELLOW Complaints and Grievances related to actions which could result in dismissal or could significantly warn the RESIDENT/FELLOW's intended career development will be in accordance with fair Institutional Policies and Procedures as described in the GME House Staff Manual.

7. ASSIGNMENT

RESIDENT/FELLOW acknowledges that the services required of a RESIDENT/FELLOW hereunder are personal and that RESIDENT/FELLOW may not assign this Agreement or any of a RESIDENT/FELLOW rights or duties under this Agreement to a third party. This agreement is assignable by HOSPITAL without consent or notice.

8. DISCIPLINARY ACTIONS, TERMINATION

8.1 Disciplinary Actions, Grievance and Due Process Any disciplinary action, grievance, corrective action, suspension, removal, complaint, warning, reprimand, dismissal, suspension and/or termination (collectively, "Disciplinary Actions") taken against an RESIDENT/FELLOW shall be governed by the ACGME Policies and Procedures, the GME House Staff Manual and Program Training Manual. HOSPITAL has established policies and procedures to address grievance and RESIDENT/FELLOWS' concerns as described in the GME House Staff Manual and LCH Employee Handbook. The GME House Staff Manual includes academic disciplinary actions eligible for grievance process. HOSPITAL is committed to provide an educational environment favorable so that RESIDENT/FELLOWS may raise and resolve issues without fear of retaliation or intimidation. To this end, RESIDENT/FELLOWS are provided full protection against unfair treatment through a formal grievance procedure. Specific directions for filing a grievance are enclosed in the GME House Staff Manual.

8.2 Termination by RESIDENT/FELLOW This Agreement may be terminated by RESIDENT/FELLOW upon thirty (30) days prior written notice to HOSPITAL upon (a) the failure of HOSPITAL to provide the compensation or benefits pursuant to Sections 3 or 4 of this Agreement, or (b) the inability of RESIDENT/FELLOW to fulfill his/her obligations under this Agreement due to incapacity or extreme hardship.

8.3 Termination for Cause The HOSPITAL may at any time terminate this Agreement, if just cause exists for the termination. The PD, in collaboration with the Disciplinary Committee that includes the DIO and the Chief Medical Officer, may terminate a RESIDENT/FELLOW from the training program or terminate the RESIDENT/FELLOW contract. The Vice President of Human Resources, the Vice President of Legal Affairs or designee at HOSPITAL and/or the Chief Executive Officer (CEO) at HOSPITAL may act as counselors. Each of the following may constitute [but is not limited to] a "Just Cause," reason, or basis for termination of a RESIDENT/FELLOW from a Post Graduate Training Program or termination of a RESIDENT/FELLOW contract:

Violation of LCH Employee Handbook, GME House Staff Manual and/or Program Training Manual.

Fraud in securing or maintaining employment.

Incompetence, including professional incompetence.

Abuse of leave.

Neglect of duty.

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Insubordination.

Dishonesty.

Processing, dispensing, or being under the influence of alcohol, a narcotic, or any drug, which would affect the RESIDENT/FELLOW suitability for continued employment, except in accordance with medical authorization or in the lawful performance of the RESIDENT/FELLOW regularly duties.

Violation of a HOSPITAL authorized policy which supports a drug free workplace or which opposes substance abuse.

Absence without authorized leave.

Charged with the commission of a criminal act, which affects the RESIDENT/FELLOW suitability for continued employment.

Conviction due to a criminal act.

Discourteous treatment of the public, staff, employees or RESIDENT/FELLOWS.

Improper political activity as prescribed by State or Federal law.

Unlawful discrimination, harassment by a RESIDENT/FELLOW against or in favor of another person.
Misuse of HOSPITAL property.

Failure to comply with or violation of any HOSPITAL rule, regulation, bylaw, policy, procedure or directive including those applicable to LCH Employee Handbook and the GME House Staff Manual, including house staff rules, regulation and policies.

Violation of HOSPITAL standard of conduct and privacy policies.

Contract is conditional upon HOSPITAL or affiliated training site(s) approving RESIDENT/FELLOW Level II background check. If at any point the affiliated training site(s) or the HOSPITAL notes an adverse Level II background check that may cause RESIDENT/FELLOW not to participate at said site, HOSPITAL at its sole discretion may void contract immediately.

For further information, please refer to the GME House Staff Manual, Grievance and Due Process Policy.

8.3 Effect of Termination As of the effective date of termination of this Agreement, neither Party shall have further rights or obligations hereunder, except (a) as otherwise provided herein; or (b) for rights and obligations accruing prior to such effective date of termination (including those accrued by any unpaid compensation); or (o) arising as a result of any breach of this Agreement.

8.4 Written Release by Mutual Consent

a. This agreement may be terminated at any time by a Written Release by Mutual Consent. In the event of termination by mutual consent, the HOSPITAL shall determine the amount of credit to be given to the RESIDENT/FELLOW for part-time service. If the RESIDENT/FELLOW does not agree with the HOSPITAL's determination, the RESIDENT/FELLOW may appeal this decision through the Institutional GME process specified on the GME House Staff Manual, Grievance and Due Process Policy.

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- b.** If in the opinion of the GMEC, PD and HOSPITAL's designated Administrator, the RESIDENT/FELLOW fails to perform satisfactorily any obligation required to be performed by him/her under this Agreement or performs any act of moral turpitude or fails to abide by the rules and regulations set forth in this Agreement or commits any major or repeated minor infractions thereof; or
- c.** If the RESIDENT/FELLOW commits any act which would be a cause for disciplinary action under Florida Statutes 459.015, then the HOSPITAL may, upon notice to the PD and the RESIDENT/FELLOW terminate this Agreement.
- d.** If the HOSPITAL loses the approval of the ACGME for the Post Graduate Training Program during the year, the RESIDENT/FELLOW shall be notified promptly and both the RESIDENT/FELLOW and the HOSPITAL shall be released from this Agreement as of the effective date of such loss of approval.
- e.** Any Grievance between the HOSPITAL and the RESIDENT/FELLOW as to whether there has been a violation of this Agreement or whether termination of this Agreement by the HOSPITAL was for just cause, may be submitted to the appropriate channels as established by the Medical Staff Bylaws and HOSPITAL Administration, with any final resolution by the Governing Board of HOSPITAL, if necessary.

9. CONDITIONS OF REAPPOINTMENT AND NON-REAPPOINTMENT

9.1 REAPPOINTMENT Promotion/Reappointment shall be contingent upon RESIDENT/FELLOW's satisfactory performance of his or her obligations under this Agreement. RESIDENT/FELLOW will not complete the training program level until all requirements of this Agreement are completed, including completing training length as set forth by the program specific ACGME requirements, and fulfilling HOSPITAL required mandatory education requirements as stipulated in the RESIDENT/FELLOW's Program Training Manual.

9.2 NON-REAPPOINTMENT Notwithstanding the ability of either Party to terminate this Agreement pursuant to Section 8, each Party agrees to provide the other party with no less than one hundred twenty (120) days prior written notice of his/her/its intent not to renew this Agreement upon expiration of its Term.

a) Non-Renewal of appointment or non-promotion: The RESIDENT/FELLOW agrees and understands that his/her continuation in the Program is dependent upon his/her satisfactory performance in accordance with professional patient care standards and the criteria of his/her Program, and compliance with the conditions and requirements of this Agreement and the GME House Staff Manual.

10. INNOVATION, EXPERIMENTATION

All inventions, innovative experiments, discoveries, and improvements invented, developed, or discovered by the RESIDENT/FELLOW during the term of this Agreement shall be and remain the sole and exclusive property of HOSPITAL. The RESIDENT/FELLOW shall promptly disclose in writing to his/her PD and to the HOSPITAL's designated persons to address all inventions, discoveries, and improvements invented, discovered or developed by the RESIDENT/FELLOW. The HOSPITAL GMEC is responsible for oversight and approves all educational experiments and innovations prior to submission to the ACGME program's specialty Review Committee. Once a Review Committee approves this type of project, the GMEC and specific program are jointly responsible for the quality of education offered to RESIDENT/FELLOWS for the duration of such a project. All reports to be submitted to the ACGME program's specialty Review Committee about an "innovative or experimental project" must also be reviewed by the GMEC and approved by the DIO prior to submission. At the request of the HOSPITAL, the RESIDENT/FELLOW shall execute from time to time, during or after termination of this Agreement, any documents, including without limitation, applications for letters of patent and assignment thereof, as may be deemed necessary or desirable by the HOSPITAL to effectuate the provisions of this Agreement.

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This provision shall survive the expiration or any termination of this Agreement.

11. MISCELLANEOUS

11.1 Notices All notices provided under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to the appropriate Party at the address set forth below, and by depositing same so addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by delivering the same personally to such other Party.

**HOSPITAL: Larkin Community Hospital
7031 SW 62nd Avenue
South Miami, FL. 33143
Attn: PD, GME Director or DIO**

RESIDENT/FELLOW: **First and Last Name, Cred.**
 Address
 City, State Zip

Any notice shall be determined to have been duly given three (3) United States Post Office delivery days following the date of mailing. Overnight mail shall be deemed to have been given on the next business day following the date of mailing. Any notice delivered in person shall be deemed given upon delivery. Either Party may change the address for the service of notice upon it by providing written notice to the other Party in the manner herein provided for the giving of notice.

11.2 Governing Law This Agreement shall be construed and governed by the laws of the State of Florida.

11.3 Non-Waiver No waiver by any of the Parties hereto or any failure by a Party to keep or perform any provision, or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, covenant or condition.

11.4 Headings The headings of this Agreement are inserted for convenience only, shall not be considered in the construction of the provisions hereof, and shall not in any way limit the scope or modify the substance or context of any Section hereof.

11.5 Confidentiality This Agreement is confidential and may not be disclosed to anyone other than the Parties' legal and financial representatives, or as may be required by law, without the prior written consent of the non-disclosing Party.

11.6 Severability The provisions of this Agreement shall be severable. The unenforceability of any provision in this Agreement shall not affect the validity of the remaining provisions.

11.7 Arbitration Any disputes or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in the County in accordance with the rules of the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the Parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs of the arbitrator shall in all instances be borne equally by each Party hereunder. Prior to initiating and pursuing arbitration under this Section 11.7, the RESIDENT/FELLOW must have exhausted all other procedural remedies set forth in this Agreement applicable to the dispute or controversy.

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11.8 Compliance with Laws Each Party agrees to take any and all necessary action to comply with any Municipal, State and/or Federal law, and/or any regulation, standard, directive or guidance published by any State and/or Federal agency (collectively, the “Laws”) that relates to the Party’s obligations under this Agreement. Without limitation, such Laws include but are not limited to, Laws concerning State and/or Federal healthcare programs. If the HOSPITAL, in good faith, believes that the terms and/or conditions of this Agreement violate any one or more Laws the HOSPITAL, in its sole discretion, may amend this Agreement, effective upon notice to the RESIDENT/FELLOW in order to comply with the laws.

11.9 Assistance in Litigation The RESIDENT/FELLOW shall provide information and testimony and otherwise assist the HOSPITAL in defending against litigation brought against the HOSPITAL, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, except where the RESIDENT/FELLOW is a named adverse party.

12. HIPAA-Compliance The RESIDENT/FELLOW agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (“HIPAA”) and the requirements of any regulations promulgated there under, including, without limitation, the Federal privacy regulations as contained in 45 C.F.R. Part 164, and the Federal security standards as contained in 42 C.F.R. Part 142 (collectively, the “Regulations”). RESIDENT/FELLOW agrees not to use or further disclose any protected health information, as defined in 45CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the “Protected Health Information”), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or the Regulations promulgated under HIPAA. RESIDENT/FELLOW will implement appropriate safeguards to prevent the use or disclosure of a patient’s Protected Health Information other than as provided for by this Agreement.

13. GME INSTITUTIONAL POLICIES The following institutional policies are included in the in the GME House Staff Manual, and/or in the Program Training Manual, as amended from time to time:

RESIDENT/FELLOW Eligibility, Selection, Recruitment and Appointment

Promotion and Appointment Renewal

Program Transfers

Financial Support and Benefits

Paid Time Off and Leave of Absence

Supervision and Accountability

Transitions of Care

Protocols Defining Common Circumstances Requiring Faculty Involvement

Work Hours

Monitoring Work Hours

Episodes when Residents/Fellows Remain Beyond Scheduled Work Period

Educational Schedules

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Evaluation of RESIDENTS/FELLOWS

Evaluation of Faculty

Evaluation of Program

In-Service Training Exam

Graduation and Board Exam Eligibility

Wellness

Fatigue and Impairment

Drug Free Work Place, Drug and Alcohol Use

Counseling and Support Services for Residents/Fellows with Substance Abuse

Accommodation for Residents/Fellows with Disabilities

Scholarly Activity and Institutional Review Board

Code of Conduct

Dress Code

Discrimination, Harassment and Intimidation

Sexual Harassment

Disciplinary Actions

Contract Non-Renewal, Non Promotion, Suspension, Termination and Resignation

Grievance and Due Process

GME Support in the Event of a Disaster or Adversity

Support in the Event of a Hurricane and/or Natural Disaster

Training Program Closure or Reduction

Experimentation and Innovation

Diversity, Equity and Inclusion

Ombudsman

Comments & Complaints

Other

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Exhibit A

HOSPITAL provides all RESIDENT/FELLOWS with appropriate financial support and **Benefits** to ensure that we are able to fulfill the responsibilities of our educational programs. The following is a list of the benefits:

STIPEND

Stipend

PGY-1...\$47,000.00
PGY-2...\$48,000.00
PGY-3...\$49,000.00
PGY-4...\$50,000.00
PGY-5...\$51,000.00

The Salary shall be **increased by \$1,000.00 each additional year** of Post Graduate Training. Fellowship stipend based on primary specialty certification years with a maximum stipend of \$51,000.00.

A \$1,300.00 stipend, intended for the use of CME's, books, seminars, non-required memberships, and any other items required for residency, will be issued to all RESIDENT/FELLOWS. No additional documentation or receipts are required to be submitted for this stipend. NOTE: Stipend amount is prorated for contracts shorter than one (1) academic year due to approved advanced standing or other reasons.

MEMBERSHIPS

HOSPITAL covers RESIDENT/FELLOW membership fees as required by the **ACGME** program requirements. Membership fees not required by ACGME are to be paid for by the RESIDENT/FELLOW using the \$1,300.00 stipend.

LICENSURE AND REIMBURSEMENT FOR LICENSURE

All RESIDENT/FELLOWS must have an active training license or full physician license at all times during their training. HOSPITAL covers the cost of the training license fee when applicable. RESIDENT/FELLOWS that apply for a full physician license are responsible for the full license initial fee and renewal fees.

PAID TIME OFF (PTO) POLICIES

For details see full policy in the GME House Staff Manual and Program Training Manual.

PTO time encompasses Vacation time, Wellness/Sick time, CME time and Family Bereavement time.

PTO Request Process

RESIDENT/FELLOW must notify their Program Director (PD), Chief, Rotation Attending and Program Coordinator (PC) of any requested time off. Some programs/services do not allow PTO time during certain rotation months, unless it's an emergency that comes up during the rotation.

Once initial approval for PTO is given by the PD/Chief/Attending, the RESIDENT/FELLOW must complete a PTO Request Form and obtain signatures from all affected parties; PD, rotation supervising

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physician, clinic supervising physician and ADME or designee, and must submit PTO request form to their PC. RESIDENT/FELLOW requesting the PTO must assure adequate coverage is secured.

Prorated Contracts

PTO days are prorated for contracts shorter than one (1) academic year due to approved advanced standing or other reasons. If contract is extended due to rotation failures, no extra PTO will be granted.

Max PTO Days per Rotation Month

Maximum of five (5) business days of PTO per rotation month will be approved. Time off beyond what is allowed is considered an unpaid leave which extends the training time.

PTO Carry Over

Any PTO time left over does not carry over from contract year to contract year.

PTO Categories

Vacation: Twenty (20) work days per academic year. Must be scheduled ninety (90) days in advance. Max of one (1) academic week, 5 work days, per month/rotation. Vacation is not allowed on certain rotations. Please refer to Program Training Manual for specifics.

If resident/fellow takes the initial 6 weeks of approved paid FMLA/PLOA during this contract, their remaining vacation days on this contract will be applied to the FMLA/PLOA.

Wellness/Sick: Seven (7) days per academic year. For sick days greater than three (3) days consecutive, resident/fellow must provide a physician note. Please refer to the LCH Employee Handbook for specifics.

If resident/fellow takes the initial 6 weeks of approved paid FMLA/PLOA during this contract, their remaining wellness/sick days on this contract will be applied to the FMLA/PLOA.

Continuing Medical Education (CME): Five (5) days per academic year. Reserved for national meetings, presentation of research, etc.

Family Bereavement: Three (3) days per academic year for in-state travel and 5 days per academic year for out-of-state travel. Please refer to the LCH Employee Handbook for specifics.

LEAVE OF ABSENCE POLICY

Leave of absences for approved medical, parental, and caregiver leave(s) of absences for qualifying reasons are consistent with applicable laws and at any time during the Training Program.

For details refer to full policy in the GME House Staff Manual and Program Training Manual.

REIMBURSEMENT GUIDELINES

Reimbursement requests must be submitted to the GME Finance Coordinator by email to GMEfinance@larkinhospital.com within 60 days of qualifying reimbursable event. Receipts containing non-allowable items, i.e. alcohol, personal care items, pet food, etc., will not be considered for payment. **Only the reimbursements described below will be accepted.** Any deviation from those allowable items

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will make the reimbursement request null.

All reimbursement requests must include the Reimbursement Request Form. Once the rotation and/or trip is complete, RESIDENT/FELLOW must submit scans of original itemized receipts and boarding pass (if applicable) in an organized manner with date and purpose written on each receipt (for example “1/1/22, lunch”). Failure to provide an itemized receipt and boarding pass (if applicable) will result in reimbursement denial for that charge.

REIMBURSEMENT FOR LEVEL II BACKGROUND FINGERPRINT CHECK

Level II background checks require a fingerprint national check, which is required for HR Clearance and for the Florida training and full licenses. Level II background check fingerprint fees are reimbursed at the following flat rate.

Fingerprint Fees – \$80

REIMBURSEMENT FOR LIFE SUPPORT CERTIFICATIONS

Initial certification and renewals for BLS, ACLS and PALS are reimbursed at the following flat rate.

BLS – \$35

ACLS – \$85

PALS – \$85

Initial certification for ATLS is reimbursed at the following flat rate. Renewals for ATLS are not reimbursable.

ATLS – \$800

REIMBURSEMENT FOR EXAMINATIONS

USMLE Step 3/COMLEX Level III examination fee is not reimbursable.

HOSPITAL covers the required yearly in-service training examination(s) registration fee(s). HOSPITAL covers one (1) examination registration fee per training year. Registration fees for retakes of in-service training examinations are not covered by HOSPITAL.

Specialty board certification examination registration fee is not reimbursable.

REIMBURSEMENT FOR REQUIRED NATIONAL PROFESSIONAL CONFERENCES

Attendance to national conferences are only required by ACGME for the Dermatology, Neurology and ONMM training programs. Refer to the GME House Staff Manual for conference requirement and reimbursement guidelines, found in the Financial Support and Benefits Policy.

RESIDENTS/FELLOWS in training programs that do not require attendance to a national conference will be reimbursed for presenting at a national conference. Refer to section called REIMBURSEMENT FOR POSTER AND ORAL PRESENTATIONS AT NON-REQUIRED CONFERENCES for reimbursement guidelines.

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REIMBURSEMENT FOR PUBLICATIONS

Peer review published articles are reimbursed up to \$300 per published article, per each RESIDENT/FELLOW, reimbursed at a maximum of one (1) time during the length of the RESIDENT/FELLOW's program specialty training.

REIMBURSEMENT FOR POSTER AND ORAL PRESENTATIONS AT NON-REQUIRED CONFERENCES

Poster and oral presentations delivered at regional and national conferences are reimbursed up to \$300 to RESIDENT/FELLOWS at a maximum of one (1) reimbursement request/presentation during the length of the RESIDENT/FELLOW's program specialty training.

REIMBURSEMENT FOR REQUIRED TRAVEL

Airfare/Train: If flying or travelling via train to a required rotation or conference, RESIDENT/FELLOW must book the lowest priced domestic, coach class airfare available. Proof of lowest priced ticket must be provided from the lowest priced airline. Web print outs of comparable airfares are adequate. Business and first class travel (airline or train) WILL NOT be reimbursed. \$ 400.00 max is reimbursed per round-trip travel (this includes baggage fees, taxes and regulatory fees). RESIDENT/FELLOW is responsible for all travel arrangements. Reservations should be made as soon as travel plans are finalized. No incremental fees will be reimbursed for special seating. Itemized travel receipts showing all charges along with boarding pass is required for reimbursement.

Transportation: If flying or traveling via train to a required rotation or conference, shuttle/Uber/Lyft/Taxi to and/or from airport/hotel/rotation/conference will be reimbursed. The maximum allowable reimbursement for to and from airport/train station/hotel is \$25.00 each way. Detailed transportation receipts are required. CAR RENTALS WILL NOT BE APPROVED OR REIMBURSED.

Mileage: Driving/Mileage to and from a required rotation or conference over 50 miles round trip from HOSPITAL or home (whichever is closest to the destination) is reimbursed as per the IRS guidelines found in the IRS website (Google IRS current mileage reimbursement rate for the year of travel). The reimbursement will be at the IRS Business Use Rate for the first 300 miles roundtrip (inclusive of the first non-reimbursable 50 miles) and at the IRS Medical/Moving Rate for miles 301 and up roundtrip. The RESIDENT/FELLOW will be reimbursed the IRS Mileage Rate during the time/year of travel, not at the time the reimbursement is submitted. The maximum amount being reimbursed for miles overall round-trip is \$400.

For a required core rotation not offering housing, the roundtrip is considered the sum of the daily trip to a rotation and the daily trip from a rotation.

For a required core rotation offering housing, the roundtrip is considered the trip to the housing site at the beginning of the month rotation and the trip from the housing site at the end of the month rotation. Driving to the rotation site from the housing site is only reimbursed per the policy above if driving over 50 miles daily roundtrip. Weekend roundtrips back home/HOSPITAL are not reimbursable.

Parking/Tolls: Parking and tolls are not reimbursable.

Elective Rotations: Travel reimbursement is not provided for elective rotations.

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REIMBURSEMENT FOR MEALS WHILE ON CORE INPATIENT ROTATIONS

Meals while on Core Inpatient Rotations at HOSPITAL, Larkin Community Hospital Palm Springs Campus (PSC) and Other Hospitals: RESIDENT/FELLOW is provided meals while on inpatient duty at HOSPITAL, PSC and other hospitals. The RESIDENT/FELLOW has a meal stipend/benefit of up to \$7.00 per meal with a maximum of three (3) meals per day (breakfast, lunch and dinner). If the RESIDENT/FELLOW exceeds the \$7 per meal allowance, they are responsible to pay the difference by either swiping their hospital ID card at HOSPITAL and PSC or by paying with cash/credit/debit at HOSPITAL, PSC and other hospitals. Reimbursement for groceries are not accepted. RESIDENT/FELLOW must provide individual receipts for each meal.

Meals while on Core Outpatient Rotations and Elective Inpatient/Outpatient Rotations are not reimbursed.

GME OFFICE

Access to GME Office which is located within the HOSPITAL campus. This facility includes the GME administrative office, conference rooms, meeting rooms, classroom, faculty offices, precepting rooms, access to electronic libraries and other required spaces.

LIBRARY

RESIDENT/FELLOWS have access to medical libraries via the internet.

Computers with free internet access for house staff use are available in the house staff areas, GME building and throughout HOSPITAL.

MEDICAL INSURANCE

Health insurance coverage is required by the RESIDENT/FELLOW while matriculated in a Post Graduate Training Program at HOSPITAL.

Medical and hospitalization coverage is provided to the RESIDENT/FELLOW at a reduced cost. RESIDENT/FELLOW chooses one (1) plan among the medical plan options. Coverage for such benefits begins upon the recognized starting date of the Post Graduate Training Program.

If the RESIDENT/FELLOW decides to opt out of the HOSPITAL Health Insurance, the RESIDENT/FELLOW is required to provide to GME and Human Resources proof of health insurance.

DENTAL INSURANCE

Employee/Family plans are provided at a reduced cost.

LIFE INSURANCE

Life insurance is provided at no cost for RESIDENT/FELLOW in the amount of one (1) time the annual base salary. Supplemental life insurance coverage is available as well as family supplemental coverage at an additional cost.

LONG TERM/SHORT TERM DISABILITY INSURANCE

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Disability Insurance is available at an additional cost. The insurance provides a portion of the monthly income if the RESIDENT/FELLOW should become disabled.

MEDICAL MALPRACTICE LIABILITY

Malpractice coverage is provided to all RESIDENT/FELLOWS performing within the scope of their duties to the Post Graduate Training Program. Liability coverage includes legal defense and protection against awards claims reported or filed after the completion of the program(s) if the alleged acts or omissions of the RESIDENT/FELLOWS are within the scope of the program(s).

ON-CALL ROOMS

On-call rooms are available for RESIDENT/FELLOWS scheduled to be on-call.

UNIFORM ALLOWANCE

Uniform gift cards/vouchers are only available for PGY-1 and incoming higher PGY levels as listed below. The gift card/voucher is only redeemable at All Uniform Wear stores.

White Coats: All RESIDENT/FELLOWS will receive a \$25 gift card/voucher for the purchase of one (1) white coat. The \$25 gift card will cover a specific brand of white coat with embroidery. If the RESIDENT/FELLOW choses a different brand, they are responsible for the difference in price. RESIDENT/FELLOWS from training programs that are five (5), six (6) and seven (7) years in length are allowed a second \$25 gift card/voucher for the purchase of a second white coat starting their 4th year of training.

Scrubs: RESIDENT/FELLOWS from the Anesthesiology, Critical Care Medicine, Family Medicine, Gastroenterology, General Dentistry, Internal Medicine, ONMM, Ophthalmology, Orthopaedic Surgery, Pain Medicine, Physical Medicine & Rehabilitation, Plastic Surgery, Preventive Medicine, Podiatric Medicine & Surgery, Pulmonary & Critical Care, Pulmonary Disease, Sports Medicine, Surgery and Urology training programs will receive a \$33 gift card/voucher for one (1) set of scrubs. The \$33 gift card will cover a specific brand of scrubs with embroidery. If the RESIDENT/FELLOW choses a different brand, they are responsible for the difference in price.

MISCELLANEOUS

Free Parking at HOSPITAL and PSC (location determined by GME)

ATM Machines

Cafeteria

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EXHIBIT B

I, _____, HEREBY ACKNOWLEDGE THE RECEIPT OF:

- **Program Training Manual**
- **GME House Staff Manual**
- **LCH Employee Handbook**

RESIDENT/FELLOW is required to review all Sponsoring Institution, GME and program training manuals and handbooks at the start of each rotation

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**EXHIBIT C
ACKNOWLEDGMENT OF RESIDENT/FELLOW**

I, hereby acknowledge my understanding that the following documents referenced in the RESIDENT/FELLOW Employment Agreement, are available to me at the indicated sites:

Human Resources Policies & Procedures, available via HOSPITAL internet using the Application Policy Manager or at Human Resources Department.

Medical Staff Bylaws, Rules and Regulations, available for review in the Graduate Medical Education Office and/or at the HOSPITAL Medical Staff Department.

The Policies and Procedures of the Accrediting Council on Graduate Medical Education, Specialty-Specific Basic Standards and Common Program Requirements.

RESIDENT/FELLOW Signature

Date

**LARKIN COMMUNITY HOSPITAL
ACGME RESIDENT/FELLOW AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, and effective as specified herein

ALL SIGNATURES REQUIRED TO BE EXECUTED

Program Name: _____

RESIDENT/FELLOW Name: _____

Contract Start Date: _____

Contract End Date: _____

PGY Level: _____

Mailing Address: _____

Phone number: _____

AGREED AND ACCEPTED

RESIDENT/FELLOW Signature

Date

**David Leszkowitz, DO
Designated Institutional Official (DIO)**

Date

**Nicholas D. Torres, DNP, APRN, FNP-C
Chief Executive Officer (CEO)**

Date