

**Florida Graduate Medical Education Training Agreement
(HCA-109 Rev 11/2013)
Contract KEND-76934 Supplement 0**

This Graduate Medical Education Training Agreement ("Agreement") is made and executed by and between Kendall Healthcare Group, Ltd. d/b/a Kendall Regional Medical Center ("Hospital") and _____ ("Resident").

RECITALS

WHEREAS, Hospital sponsors one or more residency programs accredited by the Accreditation Council for Graduate Medical Education ("ACGME") and/or American Osteopathic Association ("AOA"), which are overseen by Hospital's Graduate Medical Education Committee ("GMEC"), Hospital's Designated Institutional Official ("DIO"), and Hospital's Program Director ("Program Director"); and

WHEREAS, Hospital desires to appoint Resident as a resident to receive training in connection with the Hospital's residency program designated in Section 1 below, in accordance with the terms and conditions set forth herein;

WHEREAS, Resident meets and will continue to meet the qualifications for appointment to an ACGME and/or AOA-accredited program throughout the term of this Agreement; and

WHEREAS, Resident desires to receive such training in accordance with this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the terms, covenants, and conditions hereinafter set forth, each party agrees as follows:

1. **Notice of Appointment**

Resident is hereby extended an appointment in the Hospital Internal Medicine Residency Training Program (herein referred to as the "Program") as a trainee in year 1 for the period beginning July 1, 2014 ("Start Date") and ending June 30, 2015 ("End Date"), which period shall be referred to as the "Training Period". Resident shall report for employment on 06/22/2014. The first date that Resident actually reports for employment and is eligible for employment pursuant to this Agreement shall be referred to as the "Effective Date." As used in this Agreement where there is a reference to a right or obligation, the term Program shall mean the legal entity Hospital, on behalf of its residency programs. In addition, where the term Hospital is referenced below it shall mean both the legal entity as well as the Program.

2. **Financial Support and Benefits**

Financial support and benefits will be remitted to Resident as set forth on Exhibit A attached hereto and incorporated herein.

3. **Hospital's Responsibilities.** The provisions of this Section 3 shall apply during the period from the Effective Date through termination of this Agreement.

- A. **Environment of Training.** Hospital shall provide a suitable environment for training that is substantially in compliance with the standards promulgated by ACGME and/or AOA, and which is overseen by the GMEC and DIO.
- B. **Designation of Director.** Hospital shall designate a qualified Program Director to serve as the person responsible for the overall training and supervision of Resident.
- C. **Resident Involvement.** Hospital shall provide involvement of Resident in areas of concern for patient care through appropriate Hospital councils and committees, to include patient safety and/or quality improvement committees at the direction of the Program Director.
- D. **On-Call Rooms.** On-call rooms meeting the specifications of ACGME and/or AOA.
- E. **Lab Coats.** Lab coats will be provided by Hospital at the start of the training program
- F. **Impairment and Substance Abuse.** Hospital shall inform Resident of, and make available, the Hospital's written policies for handling physician impairment, including impairment related to substance abuse. Hospital will provide Resident access to the Hospital Employee Assistance Program which provides support services on a confidential basis, including matters relative to Resident impairment and substance abuse.
- G. **Disability Policy.** Hospital has established a policy, which will be made available to Resident, to arrange for reasonable accommodations for individuals with disabilities consistent with all applicable laws and regulations.

- H. **Sexual Harassment Policy.** Hospital has established a policy not to permit or condone remarks and/or activity concerning unwelcome sexual advances, requests for sexual favors, or any other conduct of a sexual nature.
- I. **Information on Eligibility:** The Program will provide information to Resident related to eligibility requirements for specialty board examination.

4. **Resident Responsibilities**

Resident agrees to fulfill the educational requirements of the Program as delineated by the established curriculum of the Program as it may be modified from time to time by the Program. Resident is responsible for reviewing the goals and objectives of each post graduate year of training and all rotations.

- A. **Withdrawal from NRMP Match.** If Resident has registered for the NRMP Match Program ("Match Program") and accepts this Agreement outside of that NRMP process, Resident shall withdraw from the Match Program as required by its terms, *i.e.*, by the rank Order List Deadline, and shall provide proof of withdrawal to the Program Director within 7 calendar days of signing this Agreement.
- B. **Nature of Activities.** The activities of Resident in connection with the Program shall consist of both patient care and purely educational activities. Resident shall use his/her best efforts to provide safe, effective, efficient and compassionate patient care. All duties will be performed at a level commensurate with Resident's training and skills. Resident will display a professional, respectful, cooperative attitude toward all patients, visitors, colleagues and employees. All activities shall be performed in accordance with applicable professional and educational standards, the Hospital's GME Manual, as modified from time to time by Hospital ("GME Manual"), the Hospital's Program Manual, as modified from time to time by Hospital ("Program Manual"), and any Hospital and/or Hospital's medical staff ("Medical Staff") policies therein. Residents are not members of the Medical Staff; however, Resident is expected to comply with the terms of the Hospital bylaws applicable to Medical Staff members.
- C. **Duty Hours.** The Program is responsible for promoting patient safety and education through carefully constructed duty-hour assignments and faculty supervision. The Program and Resident will abide by all requirements regarding duty hours and the work environment for Resident as applicable. Resident will accurately reflect all duty hours through the resident data management system and will be responsible for ensuring that such duty hours comply with the Institutional and Program Duty Hours Policy.
- D. **State of Florida Medical Licensure:** The State of Florida requires that Resident in Post Graduate Medical Education applies for and receives either a Physician in Training License or a Florida State Physician's License. Hospital will pay the fee for the initial training license and renewal training license as applicable. Full Florida State Physician's Licenses are not required for the training program; if Resident chooses to hold a full license, Resident is responsible for the application, fee, and license maintenance, unless otherwise determined by the Program at the Program Director's sole discretion. Resident shall maintain in good standing either such training license or such full license at all times during the period from the Start Date through the End Date.
- E. **Assignments/Rotations:** Assignments and rotations will be carried out by Resident as defined by the Program. Resident will carry out all duties as assigned and do so conscientiously, and will support the educational and scholarly activities of the Program. Resident shall be provided with a schedule/assignment in accordance with the Program policy.
- F. **Evaluations and Logs:** Resident will satisfactorily complete all required documentation, including procedure and/or case logs as delineated by the Program.
- G. **Participation in Educational Activities:** Resident will participate fully in the educational activities of the Program.
- H. **Quality Improvement and Scholarly Activities:** Resident will participate in Patient Safety/Quality Improvement and scholarly activities as directed by the Program.
- I. **Medical Records:** In conformity with the Bylaws of the Medical Staff, Resident is required to complete medical records. Resident shall comply with all Hospital, Program, and Medical Staff policies regarding the completion of medical records in a timely manner. Completion of the medical record, including dictation of a discharge summary, is an integral component of medical care and is part of Resident's responsibilities. All medical records completed by Resident must be signed by the supervising attending physician. Resident may be referred immediately to the DIO, Program Director and/or GMEC for delinquent medical records.
- J. **Billing.** Resident shall not bill or collect from any patient or payors for services provided pursuant to the terms of this Agreement. Sole compensation for services provided hereunder shall be the monies paid by Hospital per Exhibit A.

- K. **Housing:** Personal housing must be obtained and fully paid for by Resident.
- L. **Compliance with Laws, Regulations, Accreditation, Policies of the Department of Graduate Medical Education and Hospital:** Resident will receive access to the GME Manual, as well as the Program Manual. Resident shall abide by all the rules and regulations as set forth by Hospital, Medical Staff Bylaws/Rules & Regulations, applicable Hospital policies and procedures, the Graduate Medical Education Department of Hospital, including its GME Manual and Program Manual. Resident acknowledges that Hospital has certain obligations in connection with applicable laws, regulations and accreditation standards, including but not limited to the State of Florida; Occupational Safety and Health Administration regulations, OIG; Medicare and Medicaid eligibility and reimbursement requirements, the standards of The Joint Commission; the ACGME and/or AOA; and all applicable labor and civil rights laws. Resident further acknowledges that Hospital from time to time may adopt policies, procedures and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Resident agrees to cooperate fully with Hospital in its compliance with all applicable laws, regulations and accreditation standards, as may be enacted or amended from time to time, and with all implementing policies, procedures and/or documentation requirements now in existence, or as may be adopted or amended by Hospital from time to time. Resident shall conduct himself or herself in a professional manner consistent with Hospital's standards. Resident acknowledges that it is the express policy of Hospital to prohibit discrimination on the basis of race, color, sex, religion or national origin.
- M. **Employee Physical and Drug Screening:** Resident shall comply with all policies applicable to Hospital exempt employees, including the requirement that Resident must complete a pre-employment physical examination, including drug screening. Resident is not permitted to begin his or her training program under this Agreement prior to completing all pre-employment requirements. In accordance with Hospital policy, all employees are subject to random drug screening. Failure to pass the drug screening pursuant to the provisions of Hospital policy may result in non-hiring or termination of this Agreement. The results of a positive drug screen will be subject to applicable legal reporting requirements. Resident shall further, prior to providing any patient care services, provide evidence to Hospital of current immunizations consistent with Hospital policy. Resident agrees to receive appropriate influenza immunization or wear a face mask at all times in the Hospital as requested by the Program and Hospital.
- N. **Development of Program Study:** Resident is to develop a personal program of self-directed study and professional growth with guidance from the Program and demonstrate ability to assume progressive and increasing responsibility for patient care. Resident shall participate in safe, effective, and compassionate patient care under supervision commensurate with the level of advancement and responsibility. The Resident must participate fully in the educational activities of the Program and, if required by the Program, assume responsibility for teaching and supervising medical students and junior residents.
- O. **Cost Containment:** Resident is expected to develop competencies specific to system-based care and to apply cost containment measures in the provision of patient care consistent with the best interests of the patient.
- P. **Moonlighting:** "Moonlighting" is defined as professional activities performed by Resident outside of the Program and is subject to the policies and approval of the Program. Moonlighting counts as duty hours in accordance with ACGME and AOA guidelines and must be documented in the resident data management system. No Moonlighting will be approved unless Resident holds a Florida License to practice medicine, a federal DEA registration, and has provided proof of professional liability insurance to cover activities outside the training program. Resident may not represent himself/herself as an employee of Hospital or any of its affiliates during any Moonlighting hours.
- Q. **Disciplinary Action/Remediation/Suspension:** All formal disciplinary and remediation actions shall be developed by the Program in accordance with the GME Manual and Program Manual. Adverse actions and/or suspension of Resident may require an extension of training, for which Resident shall not be eligible for additional compensation.
- R. **Dress Code.** Resident shall be subject to Hospital's dress code policy. Professional attire is required as defined by the Program. The Hospital badge must be worn at all times and may not be shared or loaned to other persons. Resident is responsible for lab coat laundering.
5. **Grievance Procedures.** The GMEC and the Program have established a grievance procedure whereby Resident may resolve, in a fair and equitable manner, any dispute or disagreement brought forth by him or her. A description of the grievance policy and procedure can be found in the GME Manual and Program Manual.
6. **Due Process.** In the event of proposed suspension, non-renewal, non-promotion, or dismissal, Resident will be provided appropriate due process in accordance with the applicable policy and the GME Manual and Program Manual.
7. **Promotion**

- A. Continuation and/or promotion in the Program are contingent upon satisfactory academic and professional performance by Resident as defined through the Program Manual, and as determined by the Clinical Competency Committee and Program Director.
- B. Resident will be notified prior to the End Date of this Agreement whether or not he or she will be promoted to the next year of training or graduate. If Resident will not be promoted, the Program will endeavor to provide as much notice as circumstances reasonably allow, prior to the end of this Agreement. Disputes that arise from the promotion or graduation decision may be directed through the grievance procedure in accordance with the Program Manual and GME Manual.

8. **Notices**

All notices hereunder by either Party to the other shall be delivered personally.

If to Hospital:

Kendall Regional Medical Center
Att: Medical Staff Office - Internal Medicine Residency Program
11750 Bird Road
Miami, FL 33175

If to Resident:

9. **Termination**

- A. **Termination at End of Appointment.** If not earlier terminated as otherwise provided in this Agreement, this Agreement shall terminate as of the End Date. Any termination of this Agreement shall terminate Resident's appointment to the Program.
- B. **Termination for Cause.** The Program and/or DIO may terminate this Agreement immediately for any of the following reasons with respect to Resident:
 - i. Professional incompetence;
 - ii. Substantial breach of the terms of this Agreement;
 - iii. Serious neglect of duty or violation of Hospital or Graduate Medical Education Department rules, regulations or policies;
 - iv. Conviction of a felony or other crime;
 - v. Conduct that is seriously and clearly prejudicial to the best interest of Hospital;
 - vi. Unapproved absence from the Program;
 - vii. Action or inaction reasonably determined by Hospital to involve moral turpitude or is contrary to the interests of patient care or Hospital;
 - viii. Failure to progress satisfactorily in the Program's educational and clinical program;
 - ix. Total disability as defined in Hospital's employment policies and procedures, or inability to perform duties required hereunder for a designated period of time in accordance with Hospital's employment policies and procedures; or
 - x. Determination by Hospital of material failure to comply with any specific obligations or intent of this Agreement.
- C. **Termination of Agreement:** Resident may terminate this Agreement for any reason or no reason upon at least thirty days (30) prior written notice to Hospital.
- D. **Program Closure:** In the event the Program is closed, Hospital will use its best efforts to allow Resident to complete the Program at Hospital. In the event that continuation of the Program is untenable by Hospital, Hospital will utilize its best efforts to transfer Resident to another program. If Hospital loses its accreditation during the term of this Agreement, on the effective date of loss of such accreditation, Resident shall have the option to be released from this Agreement and Hospital and its personnel will provide references in connection with Resident's application to enter an appropriate program elsewhere.

10. **General Provisions**

- A. Falsification of any information supplied to the Program or Hospital by Resident as part of the entrance requirements of the Program, or knowingly giving false information or assisting others in doing so constitutes grounds for immediate dismissal of Resident from the Program.
- B. The Program expressly acknowledges its obligations as a provider of health care and as an educational institution to maintain as confidential the applicable records of Resident. These records may be delivered to other health care treatment institutions or prospective employers only upon the written request to the Program or Graduate Medical Education Department; provided, however, records will be furnished to appropriate government agencies or third parties as required by law.
- C. The rights and obligations of Hospital under this Agreement shall inure to the benefit and be binding upon the successors and assigns of Hospital. Resident may not assign or transfer his/her rights or obligations under this Agreement. Any assignment or transfer made in violation of the provision shall be void.
- D. This Agreement may only be amended or altered in any of its provisions by mutual agreement of the parties hereto, and any such change shall become effective when reduced to writing and signed by such parties or at such other time as such amendments may provide.
- E. The laws of the State of Florida shall govern this Agreement.
- F. **Change in Law.** This Agreement is intended to comply with all applicable laws, rules, and regulations. If at any time the Hospital determines that the Agreement does not, in any respect, comply with such laws, rules and regulations, then Resident agrees to cooperate with the Hospital to negotiate a new agreement which fully complies with such laws, rules and regulations. If the parties cannot reach agreement within 30 days, then the Hospital may immediately terminate this Agreement without any obligation after that date to Resident.
- G. **Counterparts.** If this Agreement is signed in counterparts, all parts together shall constitute one and the same instrument. Electronic signatures will be considered originals.
- H. **Intellectual Property.** All patents, formulae, ideas, inventions, processes, copyrights, know-how, proprietary information, trademarks, trade names, or other developments for future improvements to patients that are conceived through Resident's work while Resident is a resident in training at Hospital are the property of the Hospital, and all royalties, fees or other income attributable to it will be the property of the Hospital.
- I. **Entire Agreement.** This Agreement and any attached exhibit or addendum constitute the entire agreement among the parties relating to Resident's employment by the Hospital, and this Agreement supersedes and replaces any prior written or verbal negotiations, agreements or understandings of the parties.

11. **Warranty that Resident is not Excluded from Federal Healthcare Programs**

Resident represents and warrants that he/she (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "federal healthcare programs"), (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services, and (iii) is not, to the best of his/her knowledge, under investigation or otherwise aware of any circumstances which may result in Resident being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and Resident shall immediately notify Hospital of any change in the status of the representations and warranty set forth in this section. Notwithstanding any provision of this Agreement to the contrary, any breach of this section shall give Hospital the right to terminate this Agreement immediately.

IN WITNESS WHEREOF, the parties have executed this Agreement through their respective authorized officers, effective as of the day and year first written below.

Resident

Resident Name

Date:

Kendall Healthcare Group, Ltd. d/b/a Kendall Regional Medical Center

/S/

Date: April 9, 2014

SAMPLE

EXHIBIT A
FINANCIAL SUPPORT AND BENEFITS
Contract KEND-76934 Supplement 0

- A. **Financial Support.** Hospital shall provide the following financial support to Resident, commencing on the Effective Date and continuing through the term of this Agreement:
- i. **Salary:** As financial support for training and pursuant to this Agreement, Facility shall pay to Resident the annual salary of \$_____, prorated for any partial year, payable bi-weekly and subject to all deductions required by state and federal law and such deductions as authorized by Resident in accordance with Hospital policies.
 - ii. **On-Duty Meal:** Hospital will provide access to meals to while on duty at the Hospital.
 - iii. **Continuing Medical Education Stipend:** If provided, a stipend shall be used for approved educational expenses related to the Program at the discretion of the Program Director and as outlined in the Program Manual.
 - iv. **Other Expense Reimbursement.** For any expenses not listed above, Resident must obtain prior approval from the Program Director to ensure the expense qualifies for reimbursement. Reimbursement will be paid in accordance with the Graduate Medical Education Reimbursement Policy.
 - v. **Hospital Payment:** In accordance with the Program Manual, the Program may pay for professional membership dues, and in-service exams.
- B. **Benefits.** Commencing on the Effective Date and continuing through the term of this Agreement, Resident will receive the following benefits, subject to the same conditions applicable to Hospital exempt employees and the terms and conditions of the Hospital's current benefit plans and or policies. Resident will have the opportunity to purchase and receive interim, short-term benefits beginning on the Effective Date until Hospital benefits are made available. The benefits listed below may be unilaterally modified by Hospital from time to time:
- i. **Health, Dental, Life and Disability Insurance:** Once eligible, Hospital will provide health, dental, life and disability insurance to Resident under the same options, rates, terms and conditions available to all other Hospital exempt employees. Short term disability coverage will accrue coverage based on years of service and is available according to Hospital's human resources policy. Descriptions of the insurance programs available will be distributed upon signing this Agreement, during GME Orientation, and may also be obtained through the Program and Hospital's human resources office.
 - ii. **Support Services:** The Program will provide access to appropriate and confidential counseling, medical and psychological support services according to Hospital's benefits program.
 - iii. **Worker's Compensation:** Hospital will provide worker's compensation Insurance, consistent with Hospital's benefits program.
 - iv. **Paid Leave:** The paid time off ("PTO") plan provides for 20 days total for term of this appointment at 100% pay. PTO is defined as requested time off for holidays, vacation, illness, personal reasons, and continuing medical education. PTO requires pre-approval in accordance with the Program Manual. PTO not taken during the term of this appointment will not be paid out as cash or carryover into another term of appointment.
 - v. **Continuing Medical Education:** Continuing Medical Educational time at the request of the Program shall be conducted in accordance with the Program Manual.
 - vi. **Unpaid Leave:** Medical or personal unpaid leave may be approved, consistent with Hospital's human resources policy, Program policy, and sub-specialty board policy, as applicable, after the exhaustion of paid leave. Unpaid leave may affect the academic year and therefore Program completion. The amount of makeup time (up to and including the repeat of the training year) required to satisfy the criteria for Program completion, and eligibility for specialty board examinations, shall be determined by the Program Director. Timely notice shall be provided to Resident. All make up time must be completed prior to the start of the next academic year or receipt of graduation certificate.

- vii. **Professional Liability Insurance:** Hospital agrees to provide professional medical liability insurance coverage (an occurrence type policy) for acts and omissions occurring during the period from the Effective Date through termination of this Agreement. Such coverage will provide legal defense and protection against awards from claims reported or filed during or after the completion of the Program, if, and only if, the alleged acts or omissions of Resident occurred during the relevant period and are/were within the scope of the Program. The minimum coverage amount will be Two Hundred and Fifty Thousand Dollars (\$250,000.00) per occurrence with a yearly maximum of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) in the aggregate. Such professional medical liability coverage may be coverage established through an insurance affiliate of Hospital. Liability coverage provided for the purpose of training does not extend to Moonlighting or other activities by Resident.

SAMPLE