



**College of  
Medicine**

UNIVERSITY OF CENTRAL FLORIDA



ePAF Form ID: \_\_\_\_\_

UNIVERSITY OF CENTRAL FLORIDA  
MEDICAL RESIDENT / CLINICAL FELLOW AGREEMENT

On behalf of the University of Central Florida, it is a pleasure to offer you this agreement for medical resident appointment as described in the attached *Supplemental Resident Appointment and Employment Agreement*. This is subject to the Constitution and Laws of the State of Florida, and the applicable rules and regulations of the state and the University. Neither this agreement (including the *Supplemental Resident Appointment and Employment Agreement*), nor any action or commitment taken pursuant to it, is final nor binding upon the parties until, and unless the signature of the University President or representative as approving authority, and the signature of the Employee have been affixed.

Employee Name: Sally Doe Jane  
First Last Middle

Employee ID / Position Number: 1234567 / 12345

Job Code/Title: 9821, Medical Resident Y1

Employee Class: OPS Medical Resident Assigned FTE: 1.0

Liability Dept # & Name: 25090302, COM GRAD MED-AUXILIARY

Division: College of Medicine, Graduate Medical Education

Salary is based on a twelve (12) month period

Annual Rate (based on 26.1 pay periods) see salary list

Employment term will be from 06/24/2021 to 06/30/2022

**Salaries per PGY Level  
(subject to change)**

PGY1: \$53,884.00  
(EM, FM, IM, Gen. Surgery,  
Neurology, OB/GYN,  
Psychiatry, TY)  
PGY2: \$55,884.00  
(Anesthesiology, PM&R)  
PGY4: \$60,630.00  
(Endo, Geriatrics, Hospice  
& Palliative Care, Rheum)  
PGY6: \$63,941.00  
(Surgical Critical Care)

**Hospital Sites**

Greater Orlando (Osceola)  
Gainesville (North Florida)  
Ocala (Ocala)  
Pensacola (West Florida)

**Special Conditions of Employment:**

This agreement replaces any previous agreement that covers all or part of this period and supersedes any such previous agreement. Nothing in this appointment shall be deemed to create any right, interest, or expectancy of continued employment beyond that term set forth above. The University reserves the right to terminate this appointment agreement in accordance with Section 6 of the *Supplemental Resident Appointment and Employment Agreement*. An employee may be notified of non-reappointment at any time during the term of this appointment but at a minimum four (4) months prior to the expiration of the term set forth above. Funding is contingent upon the availability of funds.

**Federal Immigration Laws require this offer to be contingent upon your ability to provide documentation proving United States citizenship or your legal right to work in the United States.**

- ~ **Employment under this agreement will cease on the date indicated. No further notice of cessation of employment is required.**
- ~ **Medical Residents are eligible for limited benefits.**
- ~ **Medical Residents are not eligible for leave payouts.**

This agreement must be returned to the approving authority (indicated by the signature below) within 10 days of the Date of Offer.

Diana Davey  
President or Representative (e-signed 3/26/2020)

Sally Jane Doe

Employee (e-signed 3/25/2020)

Date of Offer: March 30, 2020

Date of Acceptance: March 30, 2020

**Supplemental Resident / Fellow Appointment and Employment Agreement  
for the Academic Year 2021-2022**

This Agreement between the University of Central Florida Board of Trustees, for the benefit of the College of Medicine ("UCF COM") and the undersigned ("Resident" / "Fellow") is entered into for the 2021-2022 academic year, beginning on 06/24/2021 and ending on 06/30/2022.

UCF COM offers and Resident accepts employment and appointment to the Graduate Medical Education Program, which is sponsored by the UCF HCA GME Consortium ("Consortium") and accredited by the Accreditation Council for Graduate Medical Education ("GME Program"), under the following terms and conditions:

- |  |   |
|--|---|
| <b>1. CLINICAL DEPARTMENT TRAINING PROGRAM</b> | <u>PROGRAM NAME, HOSPITAL SITE (see list)</u> |
| <b>2. RESIDENT / FELLOW LEVEL</b>              | <u>PGY Level (PGY1-PGY6)</u>                  |
| <b>3. ANNUAL GROSS SALARY</b>                  | <u>see salary list</u>                        |
| <b>4. UCF COM RESPONSIBILITIES</b>             |   |

During the term of this Agreement UCF COM shall provide the following:

- A. **Professional Liability Coverage:** Since Resident is an employee of UCF COM, Resident cannot be held personally liable nor named as a party defendant in any action for injury or damage suffered as a result of any negligent act or omission within the course and scope of the Resident's employment, pursuant to Section 768.28 of the Florida Statutes. The exclusive remedy for any injury or damage resulting from any such negligent act or omission is by an action against the University of Central Florida Board of Trustees ("UCFBOT"). The University of Central Florida College of Medicine Self-Insurance Program, a self-insurance program established by the Florida Board of Governors pursuant to Section 1004.24 of the Florida Statutes, provides professional liability protection to the UCFBOT for incidents in which patients suffer bodily injury, personal injury or property damage caused by the negligence of Resident. In light of the benefits of immunity provided by law, Resident, while performing his/her duties must identify himself/herself at all times as UCFCOM employee and must wear the UCFCOM ID badge at all times while participating in the GME Program. Additional details can be found on the GME Program website (<http://med.ucf.edu/academics/graduate-medical-program/gme-policies-2/>). Professional liability coverage for rotations at the Orlando Veterans Administration Medical Center facilities will be provided under the Federal Tort Claims Act.
- B. **Amenities:** GME Program shall also arrange for on-call rooms, and access to food and parking while on rotation.
- C. **Benefits:** UCF COM shall provide (i) the Resident and Resident's eligible dependents with health insurance (including hospital and COBRA coverage) (ii) the Resident with disability insurance benefits and a basic life insurance policy and (iii) Resident access to dental insurance, other supplemental insurance policies and long term disability insurance, Resident Assistance Program, and FICA Alternative Retirement Savings Program. Specific information regarding benefits is available through links on the UCF GME website (<http://med.ucf.edu/academics/graduate-medical-program/gme-policies-2/>).
- D. **Education and Training/Safe Environment:** GME Program and rotation sites will provide education and training experiences that meet the Accreditation Council for Graduate Medical Education ("ACGME") and board certification (as appropriate) requirements. GME Program shall provide such other support as shall be necessary to provide a safe and appropriate work and educational environment.
- E. **Paid vacation:** Resident shall be entitled to 3 weeks (including weekends) of paid vacation in an academic year during PGY1 and 4 weeks (including weekends) of paid vacation in an academic year during PGY2 and subsequent years. Vacation time may be taken subject to the needs of the particular program as determined by the Program Director. No compensation will be received for unused vacation days. For additional information, see the UCF COM/HCA GME Leave Policy provided in the policy section on the GME website (<http://med.ucf.edu/academics/graduate-medical-program/gme-policies-2/>).
- F. **Leave of Absence:** Leave (which shall include sick leave, bereavement leave, maternity/paternity or family leave) may be taken according to UCF COM/HCA GME policy for Resident Leave of Absence, which can be found on the GME Program website (<http://med.ucf.edu/academics/graduate-medical-program/gme-policies-2/>).
- G. **Extension of Training:** Any excess leave of absence taken by the Resident may affect the time required to satisfy criteria ("Time of training") for program completion. Time of training required for completion of a particular program will be defined by the GME Program in conjunction with ACGME and specialty board requirements. Resident will be given a timely notice of the effect of leave(s) on the ability

of Resident to satisfy requirements for program completion.

- H. **Work Hours:** Resident duty hours and on-call schedules will conform to the requirements of the ACGME as well as applicable Florida State regulations. UCF /HCA GME Consortium Policies for Resident Supervision and Clinical/Educational Work Hours are available on the GME Program website (<http://med.ucf.edu/academics/graduate-medical-program/gme-policies-2/>).
- I. **Preferences:** GME Program will make reasonable accommodations for work hour preferences for faith reasons subject to the needs of the particular program as determined by the Program Director.
- J. **Board Certification:** Information regarding eligibility for specialty board examinations is available through the relevant Program Director, the GME office and at the following link: [http://www.abms.org/About\\_ABMS/member\\_boards.aspx](http://www.abms.org/About_ABMS/member_boards.aspx).
- K. **Harassment:** GME Program does not tolerate sexual and other forms of harassment and incidences of harassment are subject to the UCF Discrimination Grievance Policy available at the following link: <http://www.eeo.ucf.edu/>.
- L. **Accommodation for Disabilities:** GME Program policy regarding Accommodations for Disabilities is available on the GME Program website (<http://med.ucf.edu/academics/graduate-medical-program/gme-policies-2/>).
- M. **Counseling, Medical and Psychological Support Services:** For information regarding confidential counseling, medical and psychological support services, consult the GME Program website (<http://med.ucf.edu/academics/graduate-medicalprogram/gme-policies-2/>).

## 5. RESIDENT / FELLOW RESPONSIBILITIES

Resident agrees to:

- A. Comply with **mandatory pre-placement health clearance prior to starting** the residency/training program, including, without limitation, drug screening and documentation of immunizations performed no earlier than four months prior to the start date. Resident understands that failure to meet the health clearance criteria or to submit to such testing before or during employment will result in the withdrawal of any offer of employment or the revocation of the appointment and termination of this Agreement.

Resident further understands that the obligation to inform UCF COM, through the Program Director, of a physical or mental impairment, which was not previously disclosed to UCF COM, is a continuing obligation during the term of this Agreement.

- B. Comply with the credentials verification procedure, including:
  - 1. Demonstrating eligibility for appointment to the GME Program in accordance with UCF /HCA GME Consortium Trainee Qualifications and Eligibility Policy (IV.A).
  - 2. Submitting a completed application for appointment to the Graduate Medical Education office on a timely basis.
  - 3. Providing necessary documentation/information as requested by UCF COM to establish the Resident's ability to work on a continuing basis. This may include fingerprinting and background verification (including criminal background checks). Resident understands that the obligation to inform UCF COM of criminal convictions is a continuing obligation during the term of the Agreement.
  - 4. Demonstrating that he/she meets the eligibility criteria for a physician-in training or Florida medical license from the Florida Department of Health.
- C. This employment offer and the Agreement being contingent upon issuance of a physician-in training or Florida medical license by the Florida Department of Health by July 1 for the academic year, as well as Resident fulfilling all eligibility requirements under the UCF /HCA GME Consortium Trainee Qualifications and Eligibility Policy (IV.A), unless exception is granted by the Program Director and DIO.
- D. Participate in residency/training program educational curriculum and clinical care responsibilities as defined by the particular specialty, including (i) regular attendance at mandatory conferences and participation on committees and councils as requested by GME Program or a rotation site, (ii) maintaining required procedure logs, portfolios, and other curricular documentation, and (iii) completing

evaluations of faculty, peers, and the specific program.

- E. Maintain documentation of duty hours as directed by the GME Program.
- F. Participate, as requested, in all mandatory training, including, without limitation, training in blood borne and airborne pathogens, risk management and any other educational training requested by OSHA, TJC, UCF COM or rotation site .
- G. Participate in educational programs regarding physician impairment, including substance abuse and sleep deprivation. A copy of the Policy for Impaired Physicians is available on the GME Program website (<http://med.ucf.edu/academics/graduate-medical-program/gme-policies-2/>).
- H. Practice only within the scope of the Resident's appointment and employment (i.e., provide safe, compassionate and effective patient care commensurate with level of training).
- I. Complete medical records and reports in a timely fashion, and consistent with all applicable policies and procedures of GME Program and/or the relevant rotation site.
- J. Abide by the established behavior and conduct standards for each rotation site and the UCF COM, as well as GME Program educational and clinical policies and practices, and the policies and procedures of the rotation site.
- K. Maintain a professional and respectful attitude toward all patients, colleagues, and employees at UCF and rotation sites.
- L. Comply with GME Program policies regarding moonlighting, including written pre-approval of moonlighting activity by the Program Director. Moreover, Resident understands that UCF COM does not provide professional liability insurance for external moonlighting rotations and that such coverage shall be the responsibility of the Resident and the Resident shall provide proof of coverage to UCF COM prior to engaging in moonlighting activity. Consortium GME program or rotation site shall not require Resident to sign a noncompetition covenant.
- M. Not be under the influence of alcohol or illegal drugs when reporting to work and to submit to random drug and/or alcohol testing as requested by UCF COM and/or rotation site. For additional information, see UCF COM/HCA GME Program Policy for Impaired Physicians on the GME Program website (<http://med.ucf.edu/academics/graduate-medical-program/gme-policies-2/>).
- N. Comply with UCF/HCA GME Consortium Policies for Resident Supervision and Clinical/Educational Work Hours and cooperate with any internal as well as external audits of duty hours.
- O. Any misrepresentations, falsification of data, or failure to fully disclose or provide requested information or failure to abide by the terms of the Agreement shall be sufficient cause to result in the immediate revocation or denial of appointment and termination of this Agreement.
- P. Not to bill or collect from any patient or payors for services provided pursuant to the terms of this Agreement.
- Q. General Rules:

The Resident will act in the best interest of the hospital in which Resident receives training and in accordance with its Code of Conduct at all times during Resident's relationship with the Hospital.

The Resident understands that he/she should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.

## 6. CONFIDENTIALITY

- A. The Resident understands that the hospital or business entity for which the Resident works, volunteers or provides services (the "Hospital") manages health information as part of its mission to treat patients. Further, Resident understands that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit

card or other financial account numbers (collectively, including patient-identifiable health information, "Confidential Information").

- B. In the course of his/her employment/assignment at the Hospital, the Resident understands that he/she may come into the possession of this type of Confidential Information. The Resident will access and use this information only when it is necessary to perform Resident's job related duties in accordance with the Hospital's Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). The Resident further understands that he/she must comply with the confidentiality requirements in order to obtain authorization for access to Confidential Information or Hospital systems.

C. Protecting Confidential Information:

The Resident understands that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.

The Resident will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. Resident will not take media or documents containing Confidential Information out of the Hospital unless specifically authorized to do so as part of his/her job. Case presentation material will be used in accordance with Hospital policies.

The Resident will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. The Resident will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

The Resident will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. Resident will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy. In the course of treating patients, the Resident may need to orally communicate health information to or about patients. While the Resident understands that the first priority is treating patients, he/she will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at UCF COM or at the Hospital, such safeguards include, but are not limited to: lowering Resident's voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.

The Resident will not make any unauthorized transmissions, inquiries, modifications, or purging of Confidential Information. Resident will not access data on patients for whom he/she has no responsibilities or a need-to-know the content of the PHI concerning those patients.

The Resident will not transmit Confidential Information outside the Hospital network unless Resident is specifically authorized to do so as part of his/her job responsibilities. If Resident does transmit Confidential Information outside of the Hospital using email or other electronic communication methods, Resident will ensure that the Information is encrypted according to Hospital Information Security Standards.

D. Following Appropriate Access:

The Resident will only access or use systems or devices Resident is officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.

The Resident will only access software systems to review patient records or Hospital information when Resident has a business need to know. By accessing a patient's record or Hospital information, Resident is affirmatively representing to the Hospital at the time of each access that Resident has the requisite business need to know and the Hospital may rely on that representation in granting such access to the Resident.

E. Using Portable Devices and Removable Media:

The Resident will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by his/her job duties and provided the Resident will encrypt the information while it is on the media according to Hospital Information Security Standards.

The Resident understands that any mobile device (Smart phone, PDA, etc.) that synchronizes

Hospital data (e.g., Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, the Resident understands and agrees that the Hospital has the right to:

- ~ Require the use of only encryption capable devices.
- ~ Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
- ~ Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
- ~ Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated Resident.
- ~ Restrict access to any mobile application that poses a security risk to the Hospital network.

#### F. Access Controls:

The Resident understands that he/she will be assigned a unique identifier (e.g., 3-4 User ID) to track Resident's access and use of Confidential Information and that the identifier is associated with the personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.

The Resident will:

- ~ Use only his/her officially assigned User-ID and password [and/or token (e.g., SecurID card)].
- ~ Use only approved licensed software.
- ~ Use a device with virus protection software.

The Resident will never:

- ~ Disclose passwords, PINs, or access codes.
- ~ Use tools or techniques to break/exploit security measures.
- ~ Connect unauthorized systems or devices to the Hospital network.

The Resident will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.

The Resident will immediately notify his/her supervising physician, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:

- ~ Resident's password has been seen, disclosed, or otherwise compromised;
- ~ Media with Confidential Information stored on it has been lost or stolen;
- ~ Resident suspects a virus infection on any system;
- ~ Resident is aware of any activity that violates this Confidentiality section or, privacy and security policies; or
- ~ Resident is aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

G. The Resident understands that violation of this Confidentiality section may result in disciplinary action, up to and including termination of employment, suspension, and/or loss of privileges to work within the Hospital.

Upon Termination from the Residency/Training Program:

- ~ The Resident agrees that his/her obligations under this Confidentiality section will continue after termination of employment or the relationship ceases with the Hospital.
- ~ The Resident will immediately return any documents or media containing Confidential Information to the Hospital.

The Resident understands that he/she has no ownership interest in any Confidential Information accessed or created by Resident during and in the scope of Resident's relationship with the Hospital. Notwithstanding the foregoing, Resident shall have reasonable access, as permitted by law to such medical records of any patients for whom the Resident is providing or has provided any professional services under this Agreement.

## 7. TERM, TERMINATION AND CONDITIONS

- A. The term of this Agreement shall be for the academic year as stated above. Appointment to subsequent years and promotion shall be dependent upon satisfactory progress and achievement of milestones as determined by the Clinical Competency Committee (CCC) as described in the Policy regarding Resident Academic Performance, Renewal, Promotion, and Discipline available on the GME Program website (<http://med.ucf.edu/academics/graduate-medical-program/gme-policies-2/>).
- B. CCC shall evaluate, at least twice a year, the competencies, knowledge, skills, and professional growth of the Resident. The results shall be shared with the Resident.
- C. Unsatisfactory evaluation can result in required remedial activities, suspension from duties, non-renewal of appointment, non-advancement, or immediate termination from the GME Program. Egregious violations may result in immediate dismissal from the GME Program. For additional information, see the Policy regarding Resident Academic Performance, Renewal, Promotion, and Discipline available on the GME Program website (<http://med.ucf.edu/academics/graduate-medical-program/gme-policies-2/>).
- D. The Resident is encouraged to resolve complaints in accordance with the Policy regarding Resident Complaints and Concerns. Grievances that may significantly threaten a resident's career development, including those related to non-promotion, non-reappointment, non-renewal, suspension, restriction in privileges, remediation or early termination, are addressed in accordance with the UCF COM/HCA GME Program Grievance policy, which is available on the GME Program website (<http://med.ucf.edu/academics/graduate-medical-program/gme-policies-2/>).
- E. GME program will strive to give Resident at least four (4) months prior written notice in the event of non-renewal of appointment or non-promotion to the next level of training per the Policy regarding Resident Academic Performance, Renewal, Promotion, and Discipline.
- F. Neither party shall terminate this Agreement prior to its expiration date without cause unless at least four (4) months written notice is given to the other party. On the other hand, UCF COM may terminate the Agreement for breach of any provision of this Agreement by the Resident unless the Resident cures the breach within thirty (30) days of the receipt of the notice. In addition, notwithstanding anything to the contrary in the Agreement, UCF COM may, in its sole discretion, terminate the Agreement without opportunity to cure, in the event the Resident is criminally convicted, fails to maintain a physician-in-training or Florida medical license issued by the Florida Department of Health, engages in gross and serious violation of expected standards or patient care, fails to abide by the behavioral standards or the applicable regulations of UCF and the Hospitals or it is discovered that Resident was not eligible for appointment per the UCF COM/HCA GME Resident Qualifications and Eligibility Policy (IV.A).
- G. GME Program shall inform Residents of adverse accreditation action taken by the ACGME within 60 days after the action is taken. In the event the GME Program begins the process of reducing the size or closing one or more of its GME Programs for any reason, the Resident will be informed at as early a date as possible. GME Program will allow the Resident to finish the academic year or assist him/her with enrolling in an accredited program for the remainder of the academic year. For additional information, see the Policy on Program or Institutional Closure or Reduction.
- H. Certification of Resident's completion of a particular program shall be contingent upon the Resident having returned all property such as books, equipment, etc., completed documentation for medical and other records, and settled professional and financial obligations.

## 8. GENERAL PROVISIONS

- A. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any disputes arising from this Agreement shall be in Orlando, Florida.
- B. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to UCF COM:

University of Central Florida  
College of Medicine  
Attn: \_\_\_\_\_  
6850 Lake Nona Blvd.  
Orlando, FL 32827  
(407) 266-1307

If to Resident \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

University of Central Florida  
College of Medicine  
Attn: Jeanette Schreiber  
Associate Vice President for Medical  
Affairs and Chief Legal Officer  
6850 Lake Nona Blvd.  
Orlando, FL 32827

- C. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties and no other terms or conditions in the future shall be valid and binding on any party unless reduced to writing and executed by all parties.
- D. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.
- E. This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

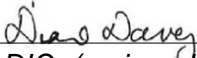
## 9. RESIDENT / FELLOW WARRANTY

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's 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 UCF COM and 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 9 shall give UCF COM and Hospital the right to terminate Resident's participation in the GME Program and this Agreement immediately.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES, FOR THE BENEFIT  
OF THE COLLEGE OF MEDICINE

RESIDENT / FELLOW

  
\_\_\_\_\_  
DIO (e-signed 3/26/2020)

**Sally Jane Doe**  
\_\_\_\_\_  
Resident/Fellow (e-signed 3/25/2020)

Print Name: Diane Davey, MD

Print Name: Sally Jane Doe

Title: DIO, Assoc. Dean of GME

Date: March 30, 2020

Date: March 30, 2020





UNIVERSITY OF CENTRAL FLORIDA

College of  
Medicine



## UCF /HCA GME Health Screening for Residents and Fellows Acknowledgement Policy

**Purpose/Intent:** Residents/fellows rotating to hospitals and clinical sites need to have clearance for occupational health related screening requirements of the hospital and rotations sites, including drug testing and documentation.

**Policy Summary:** The occupational health department/division of one of the major participating sites for new residents/fellows (trainees) will generally have responsibility for evaluating/testing each new trainee. The health screening results will be kept in confidential MedHub file by the UCF GME office.

### Procedures:

1. As applicable, each GME training program will provide a listing of major participating sites and these sites will be contacted by the UCF GME Office for occupational health and drug-screening requirements.
2. The residency program will work with the UCF GME office to create a form that includes all health-related and drug screening measures required at all major participating clinical sites. Since participating sites may vary among each specialty, the lists may not be identical. Examples of common health screening requirements might include (not an all-inclusive listing):
  - a. General health screening
  - b. Tuberculosis testing
  - c. Hepatitis vaccination
  - d. Other immunization screening/services
  - e. Respiratory fit test (respective to each hospital)
  - f. Drug testing: Substances tested for at minimum pre-employment include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, methadone, cocaine. Reasonable suspicion testing will also add alcohol, carisoprodol, fentanyl analogues, and meperidine.
3. The residents/fellows will be required to sign a consent form agreeing to the screening and drug testing, and sharing of results with the rotation sites and UCF GME administration. A list of drugs tested and common medications that may interfere (including brand or common name as well as chemical name) is provided.
4. The program and GME office will determine which hospital will be responsible for completing most/all of the health screening. Usually the site where residents spend majority of time in PGY1 year will be requested to complete this screening. If this hospital does not offer all the health screening through occupational health, other participating sites and UCF health can be consulted to do the balance of the screening.
5. Tests for drug and immunity testing may be requested to be collected and completed by commercial or hospital laboratories prior to orientation and the UCF GME office will work with hospitals to forward these test orders to new residents.
  - a. Hospitals may do initial drug testing on site in accordance with Florida statutes section 440.102, properly documenting the testing and sending specimens for confirmatory testing as applicable. Trainees may confidentially provide documentation of any prescription or nonprescription medication to a medical review officer. Any non-negative result due to prescribed substance is reported as negative and only confirmed results are considered positive. Results of testing are handled according to rotation site (HCA) policies and Florida statute 440.102. Positive results are given to UCF GME office by hospital GME Director.
  - b. The consortium is compliant with HCA policies with respect to a resident who has been offered employment. When newly appointed residents refuse testing or who test positive for any non-prescribed controlled substances or illegal substances, their offer of employment and appointment to a residency or fellowship will be rescinded as they do not meet eligibility criteria.
  - c. According to the UCF/HCA GME Consortium Impaired Physicians and Substance use policy: "Trainees may be tested for drugs/alcohol randomly or for reasonable suspicion (following accidents, injuries, other circumstances). Refusal for any reason to submit or consent to drug/alcohol screen requested by hospital personnel is prohibited."
6. The Program director will use health screening form plus other appointment requirements including primary source verification of licensures, certificates, etc. to complete the Trainee Qualifications and Credentials Verification Letter (TQCVL) for the VAMC and similar forms required by participating clinical sites.

7. The GME office will include any screening/testing costs not performed by participating hospitals through occupational health in overhead onboarding budgets for each program.

I have received and read the Health Screening for Residents and Fellows Policy (Policy). I understand that if I have questions, at any time, regarding this Policy, I will consult with my Program Director or GME Director. I agree to abide by the Policy as a condition of my continuing employment as a Resident/Fellow at the UCF/HCA GME Psychiatry (Osceola RMC) Residency/Fellowship Program.

I further understand that my offer of appointment to the program will be rescinded if I fail a pre-appointment drug screening test as described in the policy. I also understand that trainees are subject to drug/alcohol testing randomly or for suspicion.

Sally Jane Doe  
*Resident/Fellow (e-signed 3/25/2020)*

**Date:** March 30, 2020

Sample Contract



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## UCF/HCA Healthcare GME Policy for Impaired Physicians and Substance Use (IV.H.2)

**Purpose/Intent:** Sponsoring institutions and programs must have written policies that describe how physician impairment is addressed, including that due to substance abuse. Physician impairment occurs when a substance or psychological disorder interferes with his/her ability to engage in professional activities competently and safely.

**Policy Summary:** The UCF/HCA Consortium GME programs (Consortium) will fully participate in the provisions of the Florida Medical Practice Act (F.S.458), the rules of the Board of Medicine, and Department of Professional Regulation. The Consortium supports the Florida Impaired Practitioners Program. The term "trainees" includes both residents and fellows.

### Procedures:

1. The purpose of the Professional Resource Network (PRN) Impaired Practitioners Program of Florida is to ensure the public health and safety by assisting ill practitioners who may suffer from conditions that lead to impairment, including substance abuse and chemical dependency, psychiatric illnesses, and behavioral disorders. Contact information for PRN is provided below in Section 12.

2. UCF and participating hospitals are drug-free workplaces. UCF policy prohibits unlawful manufacture, distribution, possession, or use of illegal and non-prescribed controlled substances or alcohol on UCF property or in conjunction with its activities. HCA hospitals also prohibit all marijuana, including medicinal marijuana. Also prohibited are: a sale or possession with intent to distribute any drugs, theft or diversion of facility and/or patient medications, tampering or altering drug testing samples, and related behaviors (refer to HCA Substance Use policy for complete listing). Trainees are not permitted to report to work while under the influence of alcohol, illegal drugs, or non-prescribed controlled substances. Trainees who fail to comply with these policies are subject to disciplinary action including termination. UCF and all participating hospitals, including the Orlando VAMC, have the authority to request random specimens for drug and alcohol testing.

- a) Pre-employment drug testing: Refer to Policy Regarding Health Screening for Trainees
- b) Trainees may be tested for drugs/alcohol randomly or for reasonable suspicion (following accidents, injuries, other circumstances). Test results are given to the local GME director who shares positive results with the UCF GME office and the Program Director; the hospital Chief Medical Officer may be notified also. Refusal for any reason to submit or consent to drug/alcohol screen requested by hospital personnel is prohibited.
- c) A trainee is presumed to be under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows a blood alcohol level of .04 or more.
- d) Illegal and non-prescribed drugs may remain detectable by urine, blood and other testing for a substantial time. A trainee is prohibited from returning to work with a measurable quantity of marijuana, a measurable quantity of illegal substances, or a measurable quantity of non-prescribed controlled substances in blood and/or urine and may be subject to disciplinary action including being placed on administrative leave with referral to PRN, termination, etc.
- e) Recreational marijuana use is illegal in Florida. Marijuana THC and metabolites are detected in urine for a variable number of days after use and detection does not correlate accurately with impairment/intoxication. Use of marijuana during leave may lead to positive urine drug screen upon return to work and subsequent disciplinary actions, (placement on administrative leave, referral to PRN, termination, etc.)

3. Trainees must notify their supervisor when taking a prescribed or over-the counter drug that, based on drug profile, is likely to impair job performance during work hours. Clinical duties may be modified during this time period.

4. Drug testing is performed via standard employee or occupational testing procedures at participating hospitals using standard testing and evidence protocols in accordance with Florida law. If trainee is called for random testing, they will report to employee or occupational health as scheduled or as soon as possible.

5. Programs may refer trainees to PRN for suspected impairment (mental health, substance abuse, etc.) using a templated letter found in MedHub. This referral is not subject to appeal or grievance and residents who do not comply are subject to termination from the program. Faculty, staff, peers, family or other individuals who suspect that a trainee is

suffering from a psychological or substance abuse problem should either discuss their concerns with the Program Director or Associate Director, DIO, Associate DIO, Assistant DIO/GME Director, Chairman, CMO or can make a referral directly to the Florida PRN. These concerns will be handled confidentially followed by a discreet investigation of concerns.

**6.** Suspected substance abuse: the trainee will usually be placed on administrative leave or suspended pending drug/alcohol testing and investigation, referred to the PRN, and other disciplinary actions may apply. It is the intent of the UCF/HCA that all appropriate rules that govern the practice of medicine be strictly enforced. Within HCA hospitals, a supervisor who has reasonable suspicion of policy violations (possession of controlled substances or alcohol) may require a trainee to submit to an inspection or search.

**7.** Once a referral to the PRN occurs, the trainee is required to undergo an independent evaluation by an approved provider coordinated by the PRN. All referrals to the PRN are confidential and are evaluated by the professionals of the PRN. Decisions about intervention, treatment and after care are determined by the PRN.

**8.** Residents/fellows who voluntarily self-report substance abuse will generally need to take a leave of absence from the GME program, and resumption in the program is dependent on successful rehabilitation and meeting any requirements set by either UCF COM or HCA facility.

**9.** Incoming trainees who are currently under a monitoring plan for substance abuse will be referred to the PRN in conjunction with their Florida Board of Medicine Application.

**10.** For trainees under a PRN contract, as long as the practitioner satisfactorily participates in the PRN program, no regulatory action would normally be anticipated by the Board of Medicine.

**11.** Trainees are usually placed on a leave of absence during initial evaluation by PRN and related treatment. Resumption of participation in clinical activity and in the residency program is contingent upon continued successful participation in the PRN program and requirements. Continuation of the trainee in the program will be determined by consultation between the program director, the DIO/ADIO and the professionals at the PRN.

**12.** Information on the Professionals Resource Network (PRN) Impaired Practitioner's Program:  
<http://www.flprn.org> email: [admin@flprn.org](mailto:admin@flprn.org), Phone 1-800-888-8PRN (8776), Address: P.O. Box 16510, Fernandina Beach, Florida 32035-1020.

**13.** Each program will provide an educational program to their trainees regarding substance abuse.

**14.** Compliance is monitored by program and institutional review processes with oversight by the consortium GMEC.

I acknowledge I have received and read this policy.

**Sally Jane Doe**

*Resident/Fellow (e-signed 3/25/2020)*

Date: March 30, 2020



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## UCF/HCA Healthcare GME Consortium Leave and Injury Policy (IV.G)

**Purpose:** Sponsoring institutions must have written policies regarding vacation and other leaves of absence (to include parental and sick leave) and these will be provided to all residents/fellows (trainees). Injuries or exposures during work are also covered.

**Policy summary:** The leave policy complies with ACGME institutional policies, UCF policies, and applicable laws (e.g., FMLA). Each program may in addition set more specific policies related to vacation leave.

The year generally starts July 1 and ends June 30. Incoming trainees attend orientation in late June.

1. **Scheduling of assignments** is generally in 4 week or one month-long blocks, but may be scheduled in week-long blocks depending on curriculum of each program.
2. **Request for leave:** All leave must be approved in MedHub by the Consortium GMEC program director or designee in advance with the exception of emergencies or sudden illness. Vacation scheduling takes into account the trainee rotation and call schedules and other trainees requesting vacation/annual leave. Trainees may not take more than one week of vacation per rotation unless approval is granted by the program director. If two consecutive weeks of vacation are desired, one week vacation will need to be scheduled at the end of one block and the second at the beginning of the next block. Preferences for leave request should be submitted to the program director as early as possible, preferably a few months before beginning of the academic year. The trainee should provide a ranking of vacation choices, and an attempt will be made to honor the first choice, but this is not guaranteed. For those requests made prior to July, the trainee will be notified about which weeks were approved in a timely fashion.
3. **Vacation/Annual leave accrual:** PGY-1 residents will accrue vacation leave at the rate of 3 weeks (5 working days) per academic year. One weekend before or after may be included in a 5 day period of vacation. PGY-2 and higher level trainees will accrue vacation leave at the rate of 4 weeks (5 working days) per academic year. One weekend before or after may be included at the start or end of the vacation period. Partial weeks of vacation weeks must be approved by program director in advance. Trainees may use vacation in advance of the end of the academic year proportional to what is expected for that academic year if approved by program director. Vacation leave cannot be carried forward to the next academic year, with one exception. Trainees may be able to carry forward up to 2 weeks of vacation leave for parental leave or sick leave if permission is given by the program director. However, it will be forfeited at the termination of the training program, if not used. Unused vacation will not be paid out under any circumstances.
4. **Holidays:** Trainees will conform to the holidays provided by the clinical site where they are assigned during that rotation unless they are scheduled for clinical call or have a longitudinal assignment scheduled at another hospital that does not follow the same holiday schedule. Holiday call coverage is rotated so that trainees each cover some holidays and have other holidays off service, as determined by the program director.
5. **Religious Observations:** The GME programs conform to the operating schedules of the participating hospitals, clinics and other teaching sites, and many of these operate 24 hours every day of the year. Trainees involved with GME programs may be scheduled to work during any time the clinical teaching sites are open. The residency programs will make attempts to accommodate religious observations for scheduling rotations and work assignments but can make no guarantees that such request will be granted. Requests will be evaluated on the following factors:
  - ~ The request must represent a bona fide religious observance of a limited time duration of no more than one day at a time for most important religious observances.
  - ~ Leave requests for single days off service must be requested 3 months in advance of the religious holiday. If multiple individuals request the same date, and clinical service responsibilities do not allow everyone to have this day off, it is understood that assignments will be rotated: an individual required to work a religious holiday during one academic year will be more likely to have leave granted the next year.
  - ~ Requests for a longer period of religious accommodation (for example a request to be placed on elective rotation for a specific month) must be made prior to the time rotation schedules are finalized. The GME programs cannot guarantee that every request will be accommodated given educational and curriculum requirements of the residency program. Each program will attempt to be equitable in assignments over the entire training program.
  - ~ Religious observances that include multiple consecutive days when the individual will be off work assignments will be treated like any leave request for vacation in accordance with sections 2 and 3 above.
  - ~ Recurring day (or portion of day) off service must be discussed in advance with the program director (for example recurring Saturday or Sunday or portion thereof). The trainee should propose ways that he/she can cover other service

assignments so that clinical coverage is equitable. The GME programs cannot guarantee that such recurring requests will be able to be accommodated.

**6. Educational leave:** meetings, review courses, examinations. This leave must be approved by program director using the UCF GME leave request form. Trainee platform presentations and national committee memberships generally do not require trainee to use vacation leave.

**7. Sick and bereavement leave:** Trainees will accumulate 10 days of sick leave over each academic year. Sick leave which exceeds 3 days consecutively or in any given month requires a doctor note. Sick leave exceeding 10 consecutive working days requires completion of medical leave forms (see family leave section below). Trainees may use partial days of sick-leave for doctor appointments and similar issues, if approved by program director. Unused sick leave will not be paid out at the termination of the training program. Sick leave cannot be carried forward to the next academic year, with the exception of parental or planned medical leave, and this must be approved by the program director. Trainees may use a portion of sick leave for bereavement leave in the case of the death of immediate family members of the trainee or spouse. The amount of bereavement leave must be approved by the program director or designee.

**8. Exposures and Injuries during work:** Trainees exposed to either infectious or environmental hazards, including needle sticks during work, require immediate assessment and should report to the hospital occupational or employee health office unless otherwise directed. Standard hospital protocols, including reporting of incident should be followed. HIV prophylaxis may need to be considered depending on the circumstances of exposure. After hours, the trainee should report to Urgent Care or the Emergency Department for treatment. For other types of injury occurring at work, the trainee should seek medical attention appropriate to the level of injury.

~ Clinical site should verify that appropriate test order set has been submitted for the source patient (for blood and bodily fluid exposures from patient).

~ **All injuries and exposures should be reported to Amerisys as soon as possible or within 24 hours at 800-455-2079.** Amerisys is the UCF Workers Compensation carrier and is responsible for claims for injuries; the trainee should not supply personal health insurance information for work related injuries. The hospital GME office, the DIO office and the program director and coordinator should be notified within 24 hours if there is consideration of worker's compensation claim. The program coordinator will work with the trainee to complete necessary paperwork and reporting to Amerisys; additionally, the GME office at each hospital will have a listing of local clinics for any follow-up care. The report of injury for compensation can be found at [http://hr.ucf.edu/files/New\\_First\\_Report\\_Of\\_Injury\\_Form.pdf](http://hr.ucf.edu/files/New_First_Report_Of_Injury_Form.pdf)

~ The trainee should follow-up appropriate for any work-related injury or exposures and will be granted leave from clinical duties for this purpose.

~ Additional information on how to handle needle sticks and exposure to blood borne pathogens can be found at <https://www.cdc.gov/niosh/topics/bbp/emergnedl.html>.

**9. Parental Leave:** Trainees may be granted up to six months of parental leave when the trainee becomes a biological parent or a child is placed in the trainee's home pending adoption. The period of parental leave shall begin no more than two weeks before the expected date of the child's arrival unless otherwise approved by the supervising physician and no later than twelve months after the arrival of the child.

Per University policy and procedures, ALL trainees (father or mother) requesting **more than 10 days** of leave for Parental Leave must complete each of the forms listed below prior to the expected delivery date. It is understood some mothers do not wish to take the full 6-8 weeks typically certified by their medical providers to avoid extending their residency. The parental leave forms serve as documentation and protection for the trainee's job and safety. The trainee may return to work as soon as desired **with the proper medical release**. The following documents **MUST** be completed and turned in to COMHR:

1. Parental Leave Request Form: <https://hr.ucf.edu/files/ParentalLeaveRequestForm.pdf>
2. Certification of Healthcare Provider Form:
  - a. For Biological Parents: <https://hr.ucf.edu/files/CertificationHealthCareProviderEmployee.pdf>
  - b. For Co-Parents: <https://hr.ucf.edu/files/CertificationHealthCareFamily.pdf>
3. Intent to return to work form and Medical Release Form:  
<https://hr.ucf.edu/files/INTENT-TO-RETURN-TO-WORK-MEDICAL-RELEASE-FORM-January-2013.pdf>

A parental leave may be eligible for Family and Medical Leave Act protection if a trainee meets the requirements below:

- ~ Trainee must be employed for at least twelve (12) months (these need not be consecutive months).
- ~ In addition, the trainee must have worked at least 1250 hours in the twelve (12) month period immediately preceding the Leave Request.

If the trainee meets both of the above requirements he/she is eligible, upon request, for twelve (12) weeks of unpaid Parental Leave under the provisions of the Family and Medical Leave Act (FMLA). The first 12 work weeks of parental leave will be considered entitlement under FMLA. In no case shall parental leave extend beyond six months. Additional information regarding FMLA and the University's parental leave program may be found at:

<https://hr.ucf.edu/liaisons-and-managers/manager-resources/personnel-issues/leave-of-absence/parental-leave/>

Pay status and advancement: Upon request, employees may use accrued vacation leave, with management approval; otherwise, the leave will be without pay. Sick Leave may only be used during the period while the trainee or spouse is under the care of a physician, normally six to eight weeks after delivery. The trainee may also be entitled to use sick leave under the provisions of the Family and Medical Leave Act to care for a newborn that has a serious health condition. When a trainee becomes an adoptive parent, sick leave may be used under the provisions of the Family and Medical Leave Act to care for a newborn that has a serious health condition.

PGY advancement timing and contract may need adjustment accordingly. See below regarding impact on board eligibility.

**10. Military Leave:** Absences for temporary military duty (e.g. two-week annual training) will not be taken from sick or annual leave but will be considered leave with pay. Reservists are eligible for 240 hours of paid leave for training (either active or inactive duty). If they are called to active duty (not training), their first 30 calendar days are paid administrative leave and then they go unpaid and must make arrangements for payment of any benefits they wish to have continued. They can also utilize accrued leave to cover the cost of their benefits. Insurance policies, as selected by the reservist, may remain in effect for dependents during the period of active duty.

**11. Jury Duty:** The trainee should notify their program coordinator as soon as they receive the jury summons in the mail and provide a copy of the summons to their coordinator. The program coordinator and/or local GME office will work with trainee to complete form or send a letter requesting jury duty be deferred or excused since resident is practicing physician-in-training. The trainee may receive additional instructions from the court stating they are either relieved of duty or they must show up for jury duty. They should then notify the program coordinator and follow the instructions received from the court. If jury duty cannot be deferred, the trainee should be aware that their overall training period may have to be extended.

**12. Impact of leave on promotion and training requirements:** Most American Board of Medical Specialties (ABMS) boards limit the amount of leave that may be taken in a given academic year. In addition, each program provides information on the amount of leave that may be taken. If the amount of leave taken by the trainee exceeds these limits, the trainee will be required to complete additional training time in excess of that limit to satisfy both the training requirements of the program and the corresponding specialty board. The amount of leave taken may also affect the timing of when the trainee is promoted to the next level of training (PGY and contract dates often need adjustment).

I acknowledge I have received and read this policy.

Sally Jane Doe

*Resident/Fellow (e-signed 3/25/2020)*

Date: March 30, 2020





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## **UCF/HCA Healthcare GME Policy regarding Trainee Performance, Renewal, Promotion, and Discipline (IV.C)**

**Purpose/Intent:** The ACGME requires that sponsoring institutions have policies addressing resident and fellow (trainee) performance, promotion/advancement, and conditions of reappointment, including non-renewal and dismissal (IV.C)

**Policy Summary:** This policy details conditions for performance, renewal and promotion, methods of handling concerns about performance, and formal actions including a remediation/performance plan, suspension, non-renewal, and termination. A separate policy addresses the grievance process and appeals. Each residency program has a Clinical Competency Committee involved with assessing progress and advising the program director on performance, advancement, and formal actions.

**Procedures:** See each section for details.

### **1. Performance and Advancement**

Each program must clearly define and establish the standards of academic performance, evaluation criteria, and criteria for advancement based on the principles of graduated responsibility and achievement of milestones. A Residency Clinical Competency Committee (CCC) that includes at least three key faculty members and program leadership and is appointed by the program director will meet regularly (at least twice a year) to evaluate each trainee's progress in attaining the advancement criteria and achieving milestones as defined by the ACGME and program. If the CCC membership and quorum is greater than three members, the program may select three members to meet immediately when urgent action regarding disciplinary or professionalism concerns arise.

The program director and supervising faculty must provide and document timely feedback on an ongoing basis for trainees including formative "on-the-spot" and summative feedback. This must include both positive feedback as well as feedback on performance or conduct concerns as they occur. Documentation must appropriately and accurately reflect the feedback provided.

### **2. Types of Concerns, Remediations, and Discipline**

Most concerns should be managed initially with feedback including informal verbal counseling by the program director and supervising faculty. Failure of the trainee to appropriately remediate after such intervention, or concerns that should not be addressed with informal verbal counseling alone should be managed with additional intervention (written Notice of Concern, written Remediation/Performance plan, Non-Promotion, Suspension, Dismissal or Non-renewal). Program directors are encouraged to use a written Notice of Concern to resolve minor instances of poor performance or misconduct that do not impact the health or safety of patients or others. Actions that may adversely impact health or safety of patients or others or significant concern are addressed by written Remediation/Performance Plan, Suspension and/or Immediate Dismissal.

Significant concerns and disciplinary actions must be reviewed and evaluated by each program's Clinical Competency Committee (CCC). The CCC should take into account the nature and/or severity of the deficiency, actions, or conduct, the trainee's overall performance, including previous evaluations, results of any informal counseling related to performance, etc. Review by the site Assistant DIO/Administrative Director of GME (ADME) is recommended prior to a decision of a Remediation/Performance plan. Consultation with the site Assistant DIO, UCF Human Resources and GME is required prior to a decision on Non-promotion, Dismissal, or Non-renewal.

### **3. Notice of Concern**

A Notice of Concern may be issued by the appropriate program director when (1) a trainee's unsatisfactory performance or conduct is too serious to be dealt with by informal verbal counseling or (2) a trainee's unsatisfactory performance or conduct continues and does not improve in response to verbal counseling. A Notice of Concern must be in writing, provide an explanation of the unsatisfactory performance or conduct in competency-based language with the expectation of improvement and time frame outlined. The program director or designee will then review the Notice of Concern with the trainee, (preferred that trainee sign the notice), with a fully signed copy placed in the trainee's MedHub file. A Notice of Concern need not precede formal disciplinary actions. For the purposes of this policy and for responses to any inquiries, a Notice of Concern does not constitute a disciplinary action..



#### 4. Significant Actions

Actions such as (remediation, suspension, termination, etc. discussed below include but are not limited to any of the following examples:

- a) Failure to satisfy the academic or clinical requirements or standards of the training program expected for the level of training;
- b) Any inadequacy which adversely bears on the individual's performance, such as attitude, conduct, interpersonal skills, communication skills.
- c) Violations of professional responsibility, policies and procedures, state or federal law or any other applicable rules and regulations.
- d) Substantial change in oversight is necessary.

#### 5. Remediation or Performance plan

If a trainee's academic or clinical performance, attitude, behavior, or interpersonal or communication skills puts him/her in jeopardy of not successfully completing the requirements of the training program or other deficiencies exist which have not or cannot be addressed by informal verbal counseling or Notice of Concern, the trainee will be placed on a Remediation or Performance plan.

Remediation may include, but is not limited to, special requirements or alterations in scheduling a trainee's responsibilities, a reduction or limitation in clinical responsibilities or enhanced supervision. These temporary modifications of the trainee's participation in or responsibilities within the training program are designed to facilitate the accomplishment of the program requirements. The maximum length of the remediation or performance plan is 90 days, and actionable improvement items are agreed upon by the program director and CCC. The trainee will be informed in writing by the program director that he/she is being placed on a remediation or performance plan. The program director will use the template remediation letter found on MedHub, with review by site ADME, and fully signed copies uploaded to the resident's folder on MedHub. The remediation letter should include an explanation of the deficiencies, performance or conduct in competency-based language giving rise to the remediation or performance plan, remediation requirements (what the trainee must accomplish in order to come off remediation/performance plan), the anticipated duration of the plan (see below), method of ongoing evaluation, and a faculty advisor/supervisor. All rotations during the plan should be within major participating sites. The site directors and core faculty in the participating sites where the trainee rotates during this time period will be notified of the remediation or performance plan and expectations. Failure to meet the terms of the remediation/performance plan may result in further remediation, dismissal from the training program or non-renewal of contract. Being placed on an initial remediation or performance plan is not grounds for appeal.

**Continued Remediation or Performance plan:** If a trainee is not improving in accordance with the plan, they can be placed on continued remediation for up to an additional 90 days. If the trainee still fails to improve, that may result in non-promotion, non-renewal, or termination. If the trainee is on remediation within 4 months of the end of the contract year, such shall serve as notice that their contract may not be renewed or they may be dismissed from the program if they do not sufficiently improve. Trainees may appeal being placed on a Continued Remediation/performance plan, using the formal grievance procedure (remediation for medical knowledge is not grounds for appeal).

#### 6. Promotion or Non-promotion of a Trainee

Each individual residency/fellowship program must have criteria for promotion of a trainee to the next level of training. The program director and CCC together make a decision to promote the trainee. If a trainee has not sufficiently met the program standards in his or her current training level, the CCC and program director may make a decision not to promote that trainee to the next level of training in lieu of dismissal from the program. Such decisions and the notice letter must be reviewed by the assistant DIO/ site ADME and UCF, created using a template found in MedHub, with fully signed copy presented to GME office. The trainee should be notified of this decision as soon as circumstances reasonably allow, usually at least four months prior to the end of the contract year (unless resident is already on administrative leave or remediation during the four months prior to the end of the contract year). The notice of non-promotion should outline the corrective steps to be accomplished prior to the trainee's advancement to the next level and provide an estimation of the amount of time anticipated for the completion of corrective steps ("corrective plan"). As determined by the applicable specialty/subspecialty board, the total training time in the program may be lengthened by the additional time required to advance to the next level. The trainee will be paid at his or her present level until he/she is advanced to the next level. If the trainee does not successfully complete the corrective plan, they may be terminated from the program. The trainee may appeal his/her non-promotion using the grievance procedure.

#### 7. Administrative Leave or Suspension

In urgent circumstances, a trainee may be suspended from all or part of assigned responsibilities by his/her department chair (if applicable), program director, the DIO or Associate DIO, the assistant DIO/ADME for cause, including but not

limited to failure to meet general or specific academic standards, failure to provide patient care in a manner consistent with expectations, potential impairment of the trainee, potential misconduct by the trainee, or failure to work in a collegial manner with other providers. In addition, the Hospital Chief Medical Officer, a hospital site director or core faculty member may also place a trainee on administrative leave for an event occurring at that site; however the program director, the site ADME, UCF HR and UCF GME office must be notified immediately. Pay status during suspension or administrative leave is determined according to reason for the disciplinary action, and programs must consult with the consortium GME leadership and UCF human resources about pay status. A trainee may be placed on administrative leave first pending an investigation of an allegation of any of the above concerns and then a decision may be made as to whether to proceed to suspension, remediation/performance plan, or dismissal, as described in other policy sections. A trainee must be notified in writing as to the reason for the administrative leave. The program shall maintain documentation that the trainee has received written notification and a copy of the notification must be sent to the GME Office. Unless otherwise directed by the program director, a trainee suspended from clinical services may not participate in other program activities. If allowed by program director, trainees on administrative leave may participate in educational activities, but not in clinical services. Suspension and/or administrative leave must be time-limited but can be extended as appropriate. Suspension and/or administrative leave may be coupled with or followed by other academic actions such as a Remediation/Performance plan, suspension, termination or conclude in reinstatement. Moonlighting is not allowed while a trainee is suspended or on administrative leave. Trainees may appeal suspensions exceeding 3 months using the grievance procedure. Referrals to the Professional Resources Network (PRN) Impaired Physicians program are not subject to appeal action or grievance process.

## 8. Non-Renewal of Contract or Non-Renewal of Appointment

While trainees are generally granted a renewal of contract annually until they have achieved board eligibility, the CCC and program director may determine that continuation in the program is not warranted because of deficiencies in academic progress or for other reasons. A prior Remediation/Performance plan or suspension is not required. A decision regarding reappointment should be reached by the program director no later than 4 months prior to end of the current contract year (March if the contract goes through June) unless the resident is on suspension/administrative leave or a remediation/performance plan within the last four months of the appointment year. The notice of non-renewal of contract must use a templated format and be approved by the assistant DIO/site ADME and UCF GME and HR, with signed copy forwarded to GME office. The notification will be made in writing to the trainee with a copy to the official MedHub GME file. If the primary reason for the non-renewal occurs within the four months prior to the end of the contract, the program must provide the trainee with as much written notice of the intent not to renew as the circumstances will reasonably allow. The trainee may be offered the opportunity to conclude the remainder of the academic year or to resign from the program. For those who continue for the remainder of the contract year, full credit for the year may be given to the trainee at the discretion of the program director and guidelines of the individual board. If deficiencies in professional competence that may endanger patients arise during continued training under a non-renewal status, the trainee may be terminated or suspended immediately after consultation with the assistant DIO/site ADME and UCF HR. A decision of non-renewal of appointment may be appealed using the grievance procedure.

## 9. Dismissal or Termination

A trainee may be dismissed from a program because of failure to correct deficiencies or progress as expected; suspension or revocation of the trainee's license or permit; conduct constituting criminal activity; gross and serious violation of expected standards of patient care; falsification of records; failure to abide by the behavioral standards or the applicable policies and regulations of the UCF COM/HCA GME Consortium and clinical facilities to which the trainee may rotate; gross and serious failure to work in a collegial manner with other providers; and unapproved absences. A dismissal decision must involve the CCC, the program director, the departmental chair (if applicable), the assistant DIO/site ADME, and UCF GME and HR. Dismissal may, depending upon the situation, be immediate or follow a period of suspension or remediation. Insofar as is possible, a trainee should be notified in person and must be notified in writing about the dismissal decision using a template found in MedHub. This notification must include the reason for the dismissal decision, the date of the dismissal, and method for appeal and must be reviewed by site ADME/Assistant DIO and UCF. Credit for training may be given in the event of any satisfactory performance prior to dismissal, per the guidelines of the individual American Board of Medical Specialties (ABMS) certification board. Trainees may appeal being dismissed using the grievance procedure.

I acknowledge I had received and read this policy.

**Sally Jane Doe**

*Resident/Fellow (e-signed 3/25/2020)*

Date: March 30, 2020



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## UCF/HCA Healthcare GME Consortium Trainee Qualifications and Eligibility Policy (IV.A)

**Purpose/Intent:** Sponsoring institutions must have written policies regarding trainee qualifications and eligibility.

**Policy summary:** Each program director will ensure all applicants under consideration for residency training in the program meet the qualification and eligibility requirements of the training sites and the Accreditation Council for Graduate Medical Education (ACGME) detailed below.

Applicants must meet the following qualification requirements to be eligible for appointment

- 1. Medical Education:** Applicants must meet **one** of the following criteria **and** be eligible either for Florida Board of Medicine intern/resident/fellow registration (training license) or a Florida unrestricted license at the time of matriculation.
  - a) Graduates of medical schools in the United States and Canada accredited by the Liaison Committee on Medical Education (LCME).
  - b) Graduates of colleges of osteopathic medicine in the United States accredited by the American Osteopathic Association (AOA).
  - c) Graduates of medical schools outside the United States or Canada and meeting one of the following additional qualifications: (1) Holds a currently valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) OR (2) Holds a full unrestricted license to practice medicine in a U.S. licensing jurisdiction in which they are training OR (3) have completed a Fifth Pathway program provided by an LCME-accredited medical school. If foreign medical student has not graduated yet at time of application, he/she must have applied for an ECFMG certificate before appointment and must have a valid ECFMG certificate before starting the program and clinical training. In addition, PRIOR to appointment, a letter from the student's medical school must be sent to the GME office confirming a graduation date and that all graduation requirements are fulfilled.
- 2. Graduates without U.S. Citizenship/permanent status:** It is a violation of federal law to provide employment to a non-U.S. citizen who does not hold an appropriate Visa or work permit. U.S. citizenship or permanent resident status to the United States is governed by the U.S. Immigration and Nationality Act, which is administered by the U.S. Citizenship and Immigration Services (USCIS). The applicant must hold a visa valid for graduate medical education [exchange visitor (J-1), temporary worker (H-1B), or immigrant visa]. International medical graduates (other than Canada) must also hold a currently valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG).
- 3. Resident Transfer:** If a resident transfers from a residency program at another institution, written verification of the previous educational experiences and an assessment of competency level using ACGME or CanMEDS milestones must be received from the prior training program prior to acceptance into a consortium residency program. Any prior GME training that is counted for credit must have been completed in an ACGME-accredited residency program, or in a Royal College of Physicians and Surgeons of Canada (RCPSC)-accredited or College of Family Physicians of Canada (CFPC)-accredited residency program in Canada. All transfer residents must be approved by the DIO and Vice President for GME.
- 4. Fellowship eligibility requirements:** All required clinical education for entry into an ACGME accredited fellowship program must have been completed in an ACGME, RCPSC, or CFPC-accredited residency program. Fellowship programs must receive verification of each entering fellow's level of competency using ACGME or CanMEDS milestones assessment.
- 5. Physical Examination:** All newly-appointed residents (including transfer residents and fellows) must complete the appropriate hospital health screening requirements (see separate policy) and are subject to drug testing.
- 6. United States Medical Licensing Examinations (USMLE) or National Board of Osteopathic Medical Examiners COMLEX-USA Examinations:** All residents accepted or continuing in a program must comply with the requirements below:
  - a. USMLE Step 2 or COMLEX-USA Level 2: All residents, regardless of postgraduate year, must possess a passing score for both Step 2 Clinical Skills or COMLEX Level 2 Performance Evaluation and Step 2

Clinical Knowledge or COMLEX Level 2 Cognitive prior to matriculating into a UCF residency program.

- b. USMLE Step 3 or COMLEX-USA Level 3: All residents must possess a passing score for the USMLE Step 3 or COMLEX Level 3 by completion of postgraduate year two. They must have taken Step/Level 3 no later than September of the PGY2 year. Residents will not be permitted to be promoted to the PGY3 year or higher without achieving a passing score and are at risk for non-renewal of their employment contracts.

7. **Florida Medical License:** All residents accepted or continuing into a program must complete Florida Board of Medicine intern/resident/fellow registration within the requested time frame (must be renewed every two years) or obtain a Florida unrestricted license.

8. **Social Security number:** All residents accepted into a program must have a social security number or be able to obtain one prior to their employment start date.

9. **Resident contract:** Residents who do not meet all eligibility criteria (including Visa or work permit, social security number, academic credentials, licensure, background check, health and drug screening) within a reasonable time frame will have their offer of employment revoked and their participation in the program terminated. Residency programs are permitted to apply for a waiver through NRMP if residents do not supply the necessary information within a reasonable time frame.

I acknowledge I had received and read this policy.

Sally Jane Doe

*Resident/Fellow (e-signed 3/25/2020)*

Date: March 30, 2020



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## UCF/HCA Healthcare GME Policy for Trainee Recruitment, Selection and Appointment (IV.A.B)

**Purpose/Intent:** Sponsoring institutions must have written policies and procedures for trainee recruitment, selection and appointment and must monitor each program for compliance.

**Policy Summary:** This policy provides for equitable procedures for trainee selection and provides for appointment processes that meet criteria established by the ACGME.

### Procedures:

1. The AAMC Electronic Residency Application Service (ERAS) is used for PGY1 residency applications. Fellowships, programs offering upper level positions, and new programs approved too late for NRMP may accept applications by alternate methods these appointments must be approved by the DIO and VP for GME for HCA North Florida Division ("VP for GME") in advance of any offer being made.
2. Programs select from among eligible applicants on the basis of residency program-related criteria such as preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity. Programs must not discriminate with regard to sex, race, age, religion, color, national origin, disability, veteran status, or any other applicable legally protected status.
3. The program will establish a mechanism to screen all applications to determine which meet eligibility and program criteria. The program director or designee reviews applications that meet eligibility criteria, and personal interviews are granted to those applicants thought to possess the most appropriate qualifications as established by each program.
4. Each applicant who is invited for an interview must be informed, in writing or by electronic means, of the terms, conditions, and benefits of appointment, including financial support; vacation; parental, sick, and other leaves of absence; professional liability, hospitalization, health, disability and other insurance provided for the trainees and their families. Each applicant signs a form acknowledging that they have received the required information.
5. Programs offering positions at the PGY1 level will participate in the National Trainee Matching Program (NRMP) (unless the program is approved after usual recruitment season), or program-specific equivalent (if available), and abide by its ethical and procedural rules. Positions unfilled in the match may be offered to qualified applicants by program directors, but such offers must be made with a clear communication to the applicant, both verbally and in writing, that appointment is contingent on the applicant meeting program and institutional requirements.
6. Programs may not offer more positions than approved by the ACGME. Any requests for an increase in program size (temporary or permanent) must be approved by the DIO and VP for GME and the ACGME Residency Review Committee, and permanent increases must also be approved by the consortium GMEC.
7. The program director is responsible for verifying the eligibility of all candidates under serious consideration prior to the submission of rank order lists or other offer of a residency position. Each program director should submit the rank order listing to the DIO and the VP for GME prior to submission and at least 7 days before the Rank Order List (ROL) deadline from the NRMP. Any transferring trainee application must be reviewed and approved by the DIO and the VP for GME.
8. Immediately following receipt of the results of the Match or the acceptance of an offer for residency training, the program director is responsible for notifying the Graduate Medical Education Department of all candidates accepted and providing a copy of each applicant's file for the University's permanent record. Each trainee's file must include the following:
  - a) Copy of the completed "Application for Graduate Medical Education" from ERAS
  - b) Documentation of completion of accredited medical school in the United States or Canada or accredited osteopathic school in the United States (copy of diploma, if not in application, primary source verification is strongly preferred)
  - c) Documentation of any previous residency training (copy of certificate issued, letter of recommendation from program director)
  - d) Currently valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG), if

required by Trainee Eligibility policy (IV.A). If not available when application is submitted, final UCF hire will be contingent upon receipt and start date could be delayed.

- e) 3 letters of recommendation (if not in application)
- f) Copy of medical license (if applicable)
- g) Current visa status for all non U.S. citizens or permanent trainees
- h) Current contact information, including a current valid email address
- i) Inclusive dates of appointment
- j) Postgraduate year of appointment
- k) USMLE or COMLEX scores, if not provided elsewhere in application
- l) Social Security number (needed for employment and trainee physician registration. If not available at time of application, they must be eligible to apply for a SSN and the number must be received prior to the trainee's start date of employment, or employment offer and participation in the program will be revoked.)

9. The GME office will forward the trainee contract and the application for the trainee physician registration (trainee license) from the Florida Board of Medicine to those individuals selected for the program by the NRMP or offered positions. The contract outlines the condition of their employment and references all applicable ACGME requirements (IV.B.2.) Each trainee must meet criteria stipulated by the Florida Board of Medicine for trainee physician registration and will need to submit to a Level Two background screening and fingerprinting at any LiveScan facility.

10. A background check as detailed in Consortium agreement is completed for each trainee including: criminal background check; sex offender and predator registry search; HHS/OIG Exclusions Database; GSA list of parties excluded from federal programs; U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); Florida State Exclusion List; professional disciplinary action search.

11. Trainee contract: Trainees who do not meet all eligibility criteria (including Visa or work permit, social security number, academic credentials, licensure, background check, health and drug screening) within a reasonable time frame may have their offer of employment revoked and their participation in the program terminated. Residency programs are permitted to apply for a waiver through NRMP if trainees do not supply the necessary information within a reasonable time frame or if trainees do not meet eligibility requirements.

12. Compliance with these policies and the trainee employment contract is monitored by the consortium GME committee.

I acknowledge I have received and read this policy.

**Sally Jane Doe**

*Resident/Fellow (e-signed 3/25/2020)*

**Date:** March 30, 2020