Contract

LETTER OF OFFER TO RESIDENTS

OF THE UNIVERSITY OF FLORIDA

COLLEGE OF MEDICINE

Dear Dr. :

The College of Medicine, University of Florida (hereinafter "the University") is pleased to offer you a position as a Resident at the PGY ____ level in the graduate medical training program in the Department of Psychiatry.

This letter describes various aspects of the graduate medical training programs for residents and fellows at the University. Trainees in such programs (residents and fellows) are hereinafter referred to as "residents." The University reserves the right to make changes in the future to any aspect of these programs.

Resident Responsibilities:

The position of resident involves a combination of supervised, progressively more complex and independent patient evaluation, management functions and formal educational activities.

Among a resident's responsibilities in a training program of the University are the following: 1) to meet the qualifications for resident eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the AMA Graduate Medical Education Directory; 2) to develop a personal program of self-study and professional growth with guidance from the teaching staff; 3) to provide safe, effective, and compassionate patient care, commensurate with the resident's level of advancement, responsibility, and competence, under the general supervision of appropriately privileged attending teaching staff; 4) to participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other residents and students; 5) to participate in institutional orientation and educational programs and other activities involving the clinical staff; 6) to submit to the program director confidential written evaluations of the faculty and the educational experiences; 7) to participate on institutional committees and councils to which the resident is appointed or invited, especially those that relate to their education and/or patient care; 8) to adhere to established practices, procedures, and policies of the University and of affiliated institutions as applicable, including among others, state licensure requirements for physicians in training where these exist; 9) to develop an understanding of ethical, socioeconomic, medical/legal issues, communication skills and cost containment issues that affect graduate medical education and medical practice and to develop an understanding of research design, statistics, and critical review of the literature necessary for acquiring skills for lifelong learning.

Duration of Appointment and Conditions for Reappointment:

Your initial appointment will begin on July 1, 2003 for a renewable period of one (1) total year. We anticipate you will remain in the prescribed course of your residency until completion of this time. However, it is understood that appointments are renewed annually and that continued retention in the training program depends on your satisfactory performance/training progress, including your adherence to acceptable professional behavior, as well as the continuation of requisite funding for the program. A resident's reappointment and progression to more advanced levels will be based on the results of periodic reviews of the resident's educational and professional achievement, competence and progress as determined by the program director and teaching faculty. The program maintains a confidential record of the evaluations.

The primary site of your graduate medical training will be the University of Florida Health Science Center-Gainesville with its major teaching hospital and affiliates, but the location of the training for any resident may occur at various additional sites. All assignments and call schedules are made at the

discretion of the appropriate program director of the University. In addition should residency programs be closed or downsized, the University will inform the resident well in advance of such events. Every effort will be made to complete the resident's course of training or to find another site for the resident to complete training.

Policies and Procedures for Discipline, Grievances, Nonrenewal, Suspension or Dismissal of a Resident:

The position of the resident (for the purpose of this document, the term resident applies to interns, residents and fellows) presents the dual aspect of a student in graduate training while participating in the delivery of patient care. The University of Florida College of Medicine is committed to the maintenance of a supportive educational environment in which residents are given the opportunity to learn and grow. Inappropriate behavior in any form in this professional setting is not permissible. A resident's continuation in the training program is dependent upon satisfactory performance as a student, including the maintenance of satisfactory professional standards in the care of patients and interactions with others on the health care team. The resident's academic evaluation will include assessment of behavioral components, including conduct that reflects poorly on professional standards, ethics, and collegiality. Disqualification of a resident as a student or as a member of the health care team from patient care duties disqualifies the resident from further continuation in the program.

Grievances: A grievance is defined as dissatisfaction when a resident believes that any decision, act or condition affecting his or her program of study is arbitrary, illegal, unjust or creates unnecessary hardship. Such grievance may concern, but is not limited to, the following: academic progress, mistreatment by any University employee or student, wrongful assessment of fees, records and registration errors, discipline (other than nonrenewal or dismissal) and discrimination because of race, national origin, sex, marital status, religion, age or disability, subject to the exception that complaints of sexual harassment will be handled in accordance with the specific published policies of the University of Florida and the College of Medicine (as contained in the Housestaff Policy & Procedure Manual).

Prior to invoking the grievance procedures described herein, the resident is strongly encouraged to discuss his or her grievance with the person(s) alleged to have caused the grievance. The discussion should be held as soon as the resident becomes aware of the act or condition that is the basis for the grievance. In addition, or alternatively, the resident may wish to present his or her grievance in writing to the person(s) alleged to have caused the grievance. In either situation, the person(s) alleged to have caused the grievance may respond orally or in writing to the resident.

If a resident decides against discussing the grievance with the person(s) alleged to have caused such, or if the resident is not satisfied with the response, he or she may present the grievance to the Chair. If, after discussion, the grievances cannot be resolved, the resident may contact the Assistant Dean of Graduate Medical Education (ACGME). The ACGME will meet with the resident and will review the grievance. The decision of the ACGME will be communicated in writing to the resident and constitute the final action of the University.

Suspension: The Chief of Staff of a participating and/or affiliated hospital where the resident is assigned, the Dean, the President of the Hospital, the Chair, or Program Director may at any time suspend a resident from patient care responsibilities. The resident will be informed of the reasons for the suspension and will be given an opportunity to provide information in response.

The resident suspended from patient care may be assigned to other duties as determined and approved by the Chair. The resident will either be reinstated (with or without the imposition of academic probation or other conditions) or dismissal proceedings will commence by the University against the resident within thirty (30) days of the date of suspension.

Any suspension and reassignment of the resident to other duties may continue until final conclusion of the decision-making or appeal process. The resident will be afforded due process and may appeal to the ACGME for resolution, as set forth below.

Nonrenewal: In the event that the Program Director decides not to renew a resident's appointment, the resident will be provided written notice which will include a statement specifying the reason(s) for

nonrenewal.

If requested in writing by the resident, the Chair will meet with the resident; this meeting should occur within 10 working days of the written request. The resident may present relevant information regarding the proposed nonrenewal decision. The resident may be accompanied by an advisor during any meeting held pursuant to these procedures, but the advisor may not speak on behalf of the resident. If the Chair determines that nonrenewal is appropriate, he or she will use their best efforts to present the decision in writing to the resident within 10 working days of the meeting. The resident will be informed of the right to appeal to the ACGME as described below.

Dismissal: In the event the Program Director of a training program concludes a resident should be dismissed prior to completion of the program, the Program Director will inform the Chair in writing of this decision and the reason(s) for the decision. The resident will be notified and provided a copy of the letter of proposed dismissal; and, upon request, will be provided previous evaluations, complaints, counseling, letters and other documents that relate to the decision to dismiss the resident.

If requested in writing by the resident, the Chair will meet with the resident; this meeting should occur within 10 working days of the written request. The resident may present relevant information regarding the proposed dismissal. The resident may be accompanied by an advisor during any meeting held pursuant to these procedures, but the advisor may not speak on behalf of the resident. If the Chair determines that dismissal is appropriate, he or she will use their best efforts to present the decision in writing to the resident within 10 working days of the meeting. The resident will be informed of the right to appeal to the ACGME as described below.

Appeal: If the resident appeals a decision for suspension, nonrenewal or dismissal, this appeal must be made in writing to the ACGME within 10 working days from the resident's receipt of the decision of the person suspending the resident or the Chair. Failure to file such an appeal within 10 working days will render the decision of the person suspending the resident or the Chair the final agency action of the University.

The ACGME will conduct a review of the action and may review documents or any other information relevant to the decision. The resident will be notified of the date of the meeting with the ACGME; it should occur within 15 working days of the ACGME's receipt of the appeal. The ACGME may conduct an investigation and uphold, modify or reverse the recommendation for suspension, nonrenewal or dismissal. The ACGME will notify the resident in writing of the ACGME's decision. If the decision is to uphold a suspension, the decision of the ACGME is the final agency action of the University. If the decision is to uphold the nonrenewal or dismissal, the resident may file within 10 working days a written appeal to the Dean of the College of Medicine. Failure to file such an appeal within 10 working days will render the decision of the ACGME the final action of the University.

The Dean will inform the ACGME of the appeal. The ACGME will provide the Dean a copy of the decision and accompanying documents and any other material submitted by the resident or considered in the appeal process. The Dean will use his or her best efforts to render a decision within 15 working days, but failure to do so is not grounds for reversal of the decision under appeal. The Dean will notify in writing the Chair, the ACGME, the Program Director and resident of the decision. The decision of the Dean will be the final agency action of the University. The resident will be informed of the steps necessary for the resident to further challenge the action of the University.

Financial Support and Benefits:

Stipend: Each resident is given a stipend to pursue the resident's graduate medical education in an amount appropriate to the resident's level in the program. Stipend levels are reviewed annually by the Graduate Medical Education Committee of the College of Medicine and recommendations for changes are subject to approval by University's Dean of the College of Medicine. Stipend levels begin on July 1 of each contract year and are paid biweekly.

Living quarters, meals, laundry, and other such expenses are the resident's responsibilities. In some cases and at the discretion of the University, meal tickets may be issued to the resident when the resident is assigned in-house call on nights and weekends; similarly, living quarters may be provided during some rotations outside of the primary location of the program.

Health, Life and Disability Insurance; Worker's Compensation Insurance: Health, life and disability insurance are provided to the resident. If a resident suffers a work-related injury, the resident is covered under the workers' compensation program of the University provided the resident complies with the requirements of the worker's compensation program. Confidential counseling and psychological support services are available through the Housestaff Affairs office. The Housestaff Policy and Procedure Manual provides details of coverage.

Professional Liability Coverage: As a participant in a graduate medical education program of the University, a resident is an employee of the University of Florida, a subdivision of the Florida Board of Regents, a State of Florida agency. The resident is personally immune from civil liabilities which may arise from acts or omissions committed by the resident in the course of employment. Section 768.28, Fla. Statutes, outlines the protection against claims and/or judgments extended to employees of the University. The Florida Board of Regents is vicariously responsible for any civil claims or actions arising from the acts of its employees and agents. Pursuant to Section 240.213, Fla. Statutes, the University has created a program of self-insurance covering claims and actions against the University and/or the Florida Board of Regents which may arise from the actions or omissions of University healthcare faculty members and other professional employees or students of the University. A resident must identify himself or herself at all times as a University of Florida employee while participating in the graduate medical education program in order to assure this coverage.

Medical Requirements:

Screening of the resident for infectious diseases, prophylaxis/treatment for exposure to communicable disease, and immunizations will be provided by the University or through arrangements with other health providers. The resident will have documentation of immunity to measles, mumps, hepatitis B, rubella and varicella (chicken pox); the resident will be required to have periodic tuberculosis skin tests. The resident will comply with the infection control policies and procedures of the institutions where the resident is assigned.

The University of Florida conforms to the Florida Medical Practice Act (F.S. 458). The rule calls for all licensed practitioners to report to the appropriate authority any reasonable suspicion that a practitioner is impaired to practice. The legislation provides for therapeutic intervention through the Physicians Recovery Network (PRN). This organization works closely with the State Board of Medicine and is recognized as the primary method of dealing with physician impairment in the state. Faculty, staff, peers, family or other individuals who suspect that a member of the housestaff is suffering from a psychological or substance abuse problem are obliged to report such problems. Reporting can be directly to the PRN or to the program director, Chair, or Housestaff Affairs office. All referrals are confidential and there is early involvement of the PRN. If the PRN feels intervention is necessary, they handle the situation and provide for treatment and follow-up. Residents can only return to clinical duties with the approval of the PRN. The PRN maintains contact with the program directors about residents in the program of recovery.

Disclaimer or Resident Assertions; Invention and Copyright Agreement:

The resident agrees that unless approved by the University's Chair all materials compiled or published by the resident relative to training and experiences received at the University and its affiliated hospitals, or arising from participation in training, patient care, or research pursuant to this agreement, will clearly state that the opinions or assertions contained therein are those of the resident and not those of the University. Pursuant to the University's rules, the resident must execute the University's Invention and Copyright Agreement.

Institutional Leave Policy:

A comprehensive leave policy is outlined in the Housestaff Policy & Procedure Manual and includes uncompensated leave, temporary military duty, absences pertaining to education and training, and maternity/paternity leave. Subject to the approval of the program director and consistent with the guidelines of the appropriate specialty board, all residents accrue fifteen (15) days of annual leave. Residents may be permitted to carry over unused leave to a new year, as consistent with the academic departmental policy of the University; however, such carry-over must be approved by the program director and annual leave accrued may not exceed twenty-five (25) workdays. Unused annual leave is considered non-reimbursable.

A resident will accrue ten (10) days of sick leave for each full year of employment. The resident will

be entitled to utilize sick leave for death, or in special cases, severe illness in the immediate family (spouse, parents, brothers, sisters, children, grandparents, and grandchildren of both resident and spouse). The number of days of sick leave allowed per illness will be determined by the program director. Unused sick leave is considered non-reimbursable.

The total time allowed away from a graduate medical education program in any given year or for the duration of the graduate medical education program will be determined by the requirements of the specialty board involved. If leave time is taken beyond what is allowed by the University or the applicable specialty board, the resident is required to extend his or her period of activity in the graduate medical training program accordingly in order to fulfill the appropriate specialty board requirements for the particular discipline. The resident will be paid for makeup or extended time if funds are available at that time.

Outside Professional Activities:

All programs have established rules regarding outside and extracurricular activities that meet their RRC requirements and University's policy. There are two categories of such activity:

Programmatic activities are initiated by departments to provide clinical experiences which often are not afforded within the standard curriculum and which usually occur at non-campus health care affiliates. Supplemental compensation is provided by the University to housestaff who participate in programmatic activities.

Nonprogrammatic activities are initiated by the resident and do not involve any agreement between the University and the outside employer. Individual programs have total authority to decide whether nonprogrammatic activities are allowed in keeping with their Residency Review Committee guidelines and curriculum.

The resident is referred to both the departmental addendum for details regarding departmental policy for Outside Professional Activities and the complete policy on Outside Professional Activities set forth in the Housestaff Policy & Procedure Manual.

Certificate of Completion:

A certificate of graduate medical training will be issued to a resident on the recommendation of the University's appropriate Chair only after satisfactory completion of service and educational requirements and fulfillment of all other obligations and debts, including completion of medical records and return by the resident of State of Florida property, as well as property of any affiliated institution.

Departmental Addendum:

Depending on the graduate medical training program to which the resident is appointed, an addendum entitled "Appendix A" may be attached to and incorporated in this letter of agreement containing program-specific information and regulations. The resident agrees to be further bound by the special requirements contained in such Appendix A if any.

Your signature on this letter affirms you are not currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs and that you have not been convicted of a criminal offense related to the provision of health care items or services. Your eligibility to participate in Federal health care programs is a condition of your employment with the University. If you are at any time excluded, debarred or otherwise declared ineligible to participate in Federal health care programs (other than through a College of Medicine- approved "private contracting" arrangement) or in Federal procurement or non-procurement programs or are convicted of a criminal offense related to the provision of Health care items or services, you employment may be terminated immediately.

Please sign this letter indicating your acceptance of this position and return one copy to the Program Director as soon as possible. We look forward to welcoming you as a member of our housestaff.

With best regards,

Accepted:

Sincerely,

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M.D. Date

Date

Regina Bussing, M.D., Program Director

for Division of Child & Adolescent Psychiatry

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Richard C. Holbert, M.D. Date

Residency Program Director

Appendix A

This addendum is written in compliance with the COM letter of offer and includes the following additional requirements by the Department of Psychiatry Residency Training Program. All resident applicants who fall into the category of Foreign Medical students must have a current and valid ECFMG certificate. It will be the responsibility of the resident to maintain this document current. All resident applicants who are not US citizens and require a Visa to study in this country must have a valid Visa. The Visa paperwork must be filed and valid by the start date on this contract. Finally, all resident applicants must apply and obtain a valid medical license or training license in the State of Florida. All these items must be obtained prior the beginning date on this contract. If these items have not been obtained in a timely manner, it will result as a default in terms on the part of the resident thus making this contract null and void. If this should occur, the Department of Psychiatry will have no further obligation to hold a position for this resident. Therefore, the resident will not be allowed to train at this school and will not be a part of this residency training program. This will leave their position in the program open to any eligible applicant.

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, M.D. Date

Date

Regina Bussing, M.D., Program Director

Division of Child & Adolescent Psychiatry

_____

Richard C. Holbert, M.D. Date

Residency Program Director