



**Naples Community Hospital Healthcare System  
Graduate Medical Education  
Letter of Offer  
(including Summary of Terms and Conditions of Resident Appointment)**

Date:

Name:

Address: by email:

Dear Dr.:

Naples Community Hospital Healthcare System (hereinafter "NCH") is pleased to offer you a position as a resident at the program level PGY-1 in the 3-year Internal Medicine residency program.

This contract describes various aspects of the graduate medical education (GME) programs for residents and fellows at NCH. Trainees in such programs (residents and fellows) are hereinafter referred to as "residents." NCH reserves the right to make changes without notice in the future to any aspect of these programs.

During your residency you will be required to exhibit the qualifications and talents for the specialty to which you have been accepted for graduate medical education training. For each specialty, you must possess and demonstrate critical thinking skills, sound judgment, emotional stability and maturity, empathy for others, physical and mental stamina, and the ability to learn and function in a variety of settings. You must also be able to perform the essential functions of the specialty and meet the academic standards of the curriculum.

This contract is contingent upon the completeness and accuracy of the appointment documents prepared and submitted by you within the timelines provided. Falsification of any of the appointment documents or failure to meet eligibility requirements constitute for non-appointment or termination. This contract, in conjunction with NCH rules, policies and procedures, governs the relationship between NCH and you.

Please review the summary of terms and conditions of your appointment (listed below) and sign on the last page to indicate your understanding and agreement.

**1. Resident/Fellow Responsibilities**

The position of resident physician entails the provision of care commensurate with the resident physician's level of advancement and competence, under the general supervision of appropriately privileged attending teaching staff. This includes:

- Participation in safe, effective and compassionate patient care.

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- Development of an understanding of the ethical, socioeconomic and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care.
- Participation in the educational activities of the training program and, as appropriate, assumption of responsibility for teaching and supervising other trainees and students; participation in institutional orientation and education programs; and participation in other activities involving the clinical staff.
- Participation in institutional committees and councils to which the resident physician is appointed or invited.
- Performance of these duties in accordance with the established practices, procedures and policies of the institution, and those of its programs, clinical departments and other institutions to which the resident physician is assigned, including, among others, state licensure requirements for physicians in training where these exist.

**2. Duration and Conditions of Appointment**

Your PGY-1 appointment will begin on July 1, 2021 and may continue until June 30, 2022. We anticipate you will remain in the prescribed course of your residency until completion. However, it is understood that appointments are renewed annually and that continued retention in the training program depends on satisfactory achievement in educational and clinical milestones, performance of all duties, competence and progress as determined by the program director and faculty, and compliance with Naples Community Hospital policies and procedures.

Individuals are appointed as residents at NCH after they accept the formal letter of offer, submit to and pass a urine drug screen, health review, and background check, meet all eligibility requirements, and complete applicable registration, licensure, and visa requirements. The appointee must also have graduated from an approved, qualified medical school as well as provide proof of the legal right to work in the United States as required by federal law.

To further our mission of building healthier communities, effective October 1, 2011, the NCH Healthcare System will no longer hire individuals who use tobacco or nicotine products in any form. The NCH Healthcare System and its affiliates recognize the major importance of employees' health and well-being and the responsibility of maintaining a healthy and safe environment for all employees, volunteers, patients, and visitors. Therefore, all individuals who are offered a position with the NCH Healthcare System or any of its affiliates are screened for illegal drugs (including those without a current valid prescription), alcohol, and/or tobacco/nicotine as part of the post-offer health screening. Individuals whose post-offer health screening results are verified positive for illegal drugs (including those without a current valid prescription) alcohol, and/or tobacco/nicotine will be disqualified from employment and their job offer will be withdrawn.

**3. Financial Support for Residents/Fellows**

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Eligibility for stipend and benefits begin on the first day of orientation or the appointment date, whichever comes first. New trainees are responsible for health insurance coverage that bridges their previous appointment and their new appointment date at Naples Community Hospital.

The stipend for PGY-1 Residents at NCH for 2021-2022 is: \$63,876.80 + 18,000 (additional housing stipend) = \$81,876.80.

**4. Conditions for Reappointment and Promotion to a Subsequent PGY Level**

Stipend level will increase annually based on continuation in the program and advancement to subsequent PGY levels. Continuation in the program and advancement to subsequent PGY level is dependent upon satisfactory performance of assigned duties, meeting educational and performance-related milestones, and satisfactory evaluations by the program director and faculty.

**5. Grievance and Due Process**

Trainees may implement the institution's grievance procedures if they receive a written notice of probation, suspension, dismissal, non-renewal of agreement, or non-promotion to the next level of training; if there is concern related to the work environment or issues related to the program or faculty; or if there is concern that other actions could significantly threaten a resident's intended career development. The trainee and his or her program director should make every reasonable effort to resolve any conflicts, problems, or disagreements that arise related to the application of Naples Community Hospital policies and procedures. In instances where the trainee is uncomfortable taking a complaint to his or her Program Director, the resident should contact the HR office, or the DIO as indicated in the Grievance Procedure policy. Residents may also engage the NCH GME Ombudsman for guidance if necessary.

**6. Professional Liability Insurance**

Naples Community Hospital will provide professional liability insurance for the trainee's activities regardless of when the claim arises. It is expected that the trainee will assist and cooperate with the institution in the defense of any claim that may be brought by any patient attended by the trainee – even if the claim or suit arises after the completion of training.

Naples Community Hospital professional liability protection is not extended to a trainee engaged in professional activities that are not part of a Naples Community Hospital program (e.g.,

moonlighting). However, if the trainee conducts charitable or public service professional activities with the approval from the appropriate program director and does not receive payment outside

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of Naples Community Hospital, Naples Community Hospital professional liability protection may be provided if the sponsoring institution does not supply such coverage.

**7. Hospital and Health Insurance Benefits for Residents/Fellows and their Eligible Dependents**

Naples Community Hospital offers a choice of health insurance plans. Residents will select their plan of choice. Health insurance coverage for residents and their dependents (if selected) begins on the first day of employment.

**8. Disability Insurance for Residents/Fellows**

Naples Community Hospital offers a choice of disability insurance options for residents. Absences due to illness/disability must be recorded and submitted to the appropriate education coordinator.

**9. Vacation, Parental, Sick, and Other Leave(s) for Residents/Fellows**

The annual vacation allowance is 20 days. Such vacation should be taken in full day increments. Vacations must be approved by the appropriate department/program representative. The use of vacation days during the final week of training is discouraged. Residents shall accrue sick leave at the rate of up to 48 hours per year of full time employment.

**10. Effect of Leave for Satisfying Completion of Program**

Each training program determines the total absence time permitted during each year of the program based on specialty board and program requirements. Each program must provide trainees with a written policy that describes its specialty/board certification or program requirements concerning the effect of leave on satisfying the criteria for completion of the training program. Where applicable, the total absence time permitted will be in accordance with the certification requirements of the specialty board. Absences in excess of the specialty/board or program requirements may extend the training time. Questions should be directed to the specific program director in advance of the trainee's planned absence.

**11. Information Related to Eligibility for Specialty Boards**

Programs will provide timely notice of the effect of leave(s) on the ability of trainees to satisfy requirements for program completion and direct residents on where to locate additional information about eligibility for certification by the relevant certifying board.

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**12. Institutional Policies and Procedures regarding Clinical Work, Education, and Moonlighting**

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

- Clinical and educational work hours must be limited to no more than 80 hours per week, averaged over a four-week period, inclusive of all in-house clinical and educational activities, clinical work done from home, and all moonlighting.
- Residents must be scheduled for a minimum of one day in seven free of clinical work and required education (when averaged over four weeks). At-home call cannot be assigned on these free days.
- Clinical and educational work periods for residents must not exceed 24 hours of continuous scheduled clinical assignments. Up to four hours of additional time may be used for activities related to patient safety, such as providing effective transitions of care, and/or resident education. Additional patient care responsibilities must not be assigned to a resident during this time.
- Residents should have eight hours off between scheduled clinical work and education periods.
- Residents must have at least 14 hours free of clinical work and education after 24 hours of in-house call.
- Night float must occur within the context of the 80-hour and one-day-off-in-seven requirements.
- Residents must be scheduled for in-house call no more frequently than every third night (when averaged over a four-week period).
- Time spent in the hospital on patient care activities by residents on at-home call must count toward the 80-hour maximum weekly hour limit. The frequency of at-home call is not subject to the every-third-night limitation, but must satisfy the requirement for one day in seven free of clinical work and education, when averaged over four weeks. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident.

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Naples Community Hospital must have written policies and procedures for trainee clinical and educational work hours which address requirements further defined by individual Review Committees. Monitoring of clinical and educational work hours is required with frequency sufficient to ensure an appropriate balance between education and service. Detailed information about ACGME requirements regarding the clinical learning environment is available on the [ACGME web site](#).

Trainees are not required to engage in moonlighting and Naples Community Hospital programs may prohibit moonlighting by trainees. Moonlighting may be permitted for those who hold a valid license to practice medicine and are in good standing. Trainees must obtain a prospective written statement of permission from their program director that must be made part of the trainee's file. Time spent moonlighting must not interfere with the trainee's reading and studying, family time, sleeping, relaxation, and most importantly, one's program requirements and academic performance at Naples Community Hospital. Under no circumstances should patient care at Naples Community Hospital be jeopardized or infringed upon because of moonlighting activities. The trainee's performance will be monitored for the effect of these activities upon performance. Adverse effects may lead to withdrawal of permission. Naples Community Hospital will not assume responsibility for credentialing the trainee nor assume any liability related to extramural moonlighting activities. Trainees on an H-1B visa or a J-1 visa sponsored by ECFMG are not permitted to moonlight.

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Signature of Resident

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Date

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Signature of Program Director  
Internal Medicine Residency Program

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Date