

**FLORIDA INTERNATIONAL UNIVERSITY HERBERT WERTHEIM COLLEGE OF
MEDICINE (HWCOC)**

2026-2027 TRAINEE CONTRACT

This Trainee Contract ("Contract") is between Florida International University Board of Trustees ("FIU" or "University") on behalf of the Florida International University Herbert Wertheim College of Medicine ("HWCOC") and [TRAINEE NAME], Choose an item. ("Trainee"). In consideration of the mutual promises and conditions set forth in this Contract, University and Trainee agree as set forth below.

This Contract governs the relationship between the University and Trainee in conjunction with regulations, policies and procedures of the University, that are not otherwise modified FIU GME policies, the HWCOC including, the Primary Training Site, and the hospitals and clinical sites to which the Trainee is assigned (collectively "Assigned Site"), and applicable accrediting agencies. This Contract is subject to the Sponsoring Institution's Policies and Procedures, and the Policies and Procedures of the training program and participating sites, which may be modified from time to time. The Trainee agrees to abide by all the terms and conditions in this Contract.

- I. University Appointment: Trainee accepts this full-time (1.0 FTE) appointment to a **PGY-** Choose an item. in the University's **[Program Name] Program** ("Program") which is approved by the Accreditation Council for Graduate Medical Education ("ACGME"). This Contract is contingent upon the Trainee successfully completing all pre-employment requirements of the University and onboarding requirements for Assigned Site set forth in GME policies and the Trainee Recruitment and Selection Policy, and as further detailed in Exhibit B (Clinical Site Pre-Employment, Eligibility, and Health & Safety Requirements), which is incorporated herein by reference.
- A. Duration of Appointment: This Contract is from **June 15, 2026** through **June 30, 2027** ("Contract Year"). The first two weeks of this Contract will be an orientation period.

The Trainee will be evaluated periodically throughout the Contract year. Notwithstanding the Contract Year, and subject to the FIU GME policies and the Trainee Promotion and Appointment Renewal Policy, this Contract may be renewed or terminated, in writing, upon recommendation by the FIU Program Director and at any time until the Program is successfully completed. The terms and conditions of renewal and non-renewal are described in the GME Policies and any program-specific policies. The terms and conditions of the Contract for future academic years may change at the University's sole discretion and/or as required by the ACGME.
- B. Trainee Responsibilities: The position of Trainee involves a combination of supervised, progressively more complex and independent patient evaluation, management functions and formal educational activities. The Trainee is expected to develop a personal program of learning to foster continued professional growth with guidance from the teaching staff. The trainee is expected to fulfill the following personal, educational, and administrative responsibilities as set forth in *Exhibit A*.
- C. Compensation: The University agrees to compensate the Trainee during the Contract

period at the rate of **\$[salary]** per annum. The Trainee will be paid on a bi-weekly basis in accordance with the University's payroll schedule. The compensation paid to the Trainee includes the following:

- 1) Parking: Parking may be provided at Assigned Site at no cost to the Trainee.

Non-Reimbursed Expenses: Reimbursement will not be available for expenses incurred as a result of travel to and from the Assigned Site and the University. In addition, the University will not provide the Trainee with reimbursement for initial relocation expenses or housing subsidy.

- 2) University Benefits: The University will provide the following benefits to Trainee.

- a) Health, Disability, Life and Other Related Health Coverages: At the conclusion of the orientation period, the University will offer the Trainee and his/her eligible dependents medical, dental, vision, basic life, short- and long-term disability, and certain other supplemental insurance coverages as described under the State Group Insurance Program in accordance with FIU's group health benefit options. Short- and long-term disability will be provided by the University in accordance with the external policy in place. The University will provide the Trainee with access to appropriate and confidential counseling, medical, and psychological support services.

- b) Retirement Benefits:

1. The State of Florida Optional Retirement Program (ORP): <https://hr.fiu.edu/employees-affiliates/benefits/>. Note that three percent of the biweekly salary will be deducted for the ORP plan. The State of Florida pays into the ORP at the current rate of 5.14% of the biweekly salary which is subject to change pursuant to the terms and conditions of the ORP Plan Documents. More information may be obtained at: https://www.dms.myflorida.com/workforce_operations/retirement/optional_retirement_programs/state_university_system_optional_retirement_program
2. Voluntary Retirement Plans (403(b)/457): <https://hr.fiu.edu/employees-affiliates/benefits/voluntary-retirement-savings-plan/>

- c) Other Available University Benefits: The University also offers the following additional benefits and perks:

1. Meal Allowance: A meal allowance to be used to purchase meals while on shift.
2. Professional Development Allowance (PDA): The allowance will be used to support professional development and educational advancement.

3. Tuition Waiver Program: <https://policies.fiu.edu/files/64.pdf>
 4. Employee “perks” and services: <https://hr.fiu.edu/employees-affiliates/benefits/perks-services/>
 5. Office of Employee Assistance: <https://hr.fiu.edu/employees-affiliates/assistance-wellness/oea/>
 6. Panther Active Wellness Services: <https://hr.fiu.edu/employees-affiliates/assistance-wellness/oea-resources/>
- d) Professional Liability Coverage: Florida law affords immunity from personal liability for FIU healthcare providers when their care and treatment of patients becomes the subject of a claim or lawsuit provided certain criteria. FIU healthcare providers will not be held personally liable for medical negligence, if the negligent act or omission occurred while the healthcare provider was acting within the scope of the Trainee's FIU employment. FIU has a Self-Insurance Program (“SIP”) to address these claims pursuant to SIP procedures. The SIP also affords Trainee professional liability protection in certain circumstances when they act in the role of a "Good Samaritan." The FIU SIP will serve as the primary professional liability protection coverage for all program-related activities covered by this agreement. However, when providing professional services to Veterans covered by this agreement, properly appointed faculty members (except those providing services under a contract with VA) and properly appointed trainees of the Institution are protected from personal liability by the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C. 2679 (b)-(d). The liability, if any, of the United States for injury or VA FORM 10-9055 AUGUST 2018 PAGE 6 OF 8 loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.
- e) Vacation and Leaves of Absence: The FIU HWCOP provides the Trainee vacation leave and opportunities for leaves of absence (e.g., parental, Family and Medical Leave Act) per contract year.
1. Vacation: 15 weekdays per year; unused leave will not be carried forward.
 2. Sick leave: 10 workdays per year; unused leave will not be carried forward.
 3. Unassigned days: Trainees are entitled to 5 workdays designated for well-being, Continuing Medical Education (CME), and any other leave types determined by programs per contract year.
 4. ACGME Medical, Parental and Caregiver Leave: One - time up to 6 weeks during the duration of the program.
 5. ACGME Reserved Week: One (1) paid week of leave available outside of the approved six-week medical, parental and caregiver leave taken.
 6. Benefits Continuation: While trainees are on paid leave under the university FMLA, Parental and Medical Leave (Policy 1710.145), the University will continue to pay the matching portion of the employee's health and basic state life insurance premiums. While on approved medical leave of

absence without pay under said policy, the University will continue to pay up to six (6) months of the State's contribution portion for health insurance premiums so long as the employee pays his/her portion of the premiums.

- f) Please refer to program-specific policies regarding procedures for vacation and leaves of absence. Vacation, leave time, meal allowance, educational funds, and other benefits are subject to the Sponsoring Institution's policies and procedures. These leaves are available to the Trainee on the first day of the Contract. The Trainee is not entitled to any pay out for an unused leave by the termination of the Contract.

Program-specific vacation and leaves of absence policies provide details on the effect that a leave of absence will have on the Trainee's ability to satisfy the requirements for Program completion. If a leave of absence extends beyond the time allotted by the specialty specific medical board, an extension of the Program may occur at the discretion of the Program Director. Continued participation by the Trainee in the program in excess of the term of this agreement, as well as remuneration during such period, is at the University's discretion as outlined in University's GME Policies.

II. Other Important Policies

The GME Policies provide a wealth of important information to make the Trainee successful. As a requirement of this Program, the Trainee is required to abide by all provisions in the GME Policies including the following (which is not an exhaustive list).

- A. Clinical and Educational Work Hours: The GME policies delineate clinical and educational work hours.
- B. Moonlighting: Trainee may not participate in outside employment (or moonlighting) except as outlined in the GME policies and the applicable policies and procedures of the Assigned Site individual training program. Please note that any practice of medicine outside of the Contract is not within the scope of the FIU employment and is not covered through the SIP.
- C. Physician Impairment and Substance use: The University is a Drug Free Workplace as outlined in the GME policies. As a condition of this Contract, the Trainee consents to participate in any substance use testing conducted either by the University and/or the Assigned Site.
- D. Grievance and Due Process: Trainees have the right to raise concerns without intimidation or retaliation and have access to the institution's grievance procedures in addition to the procedure in the FIU GME policies.
- E. Vendor Interactions: Trainees must abide by the Sponsoring Institution's and rotation site's policies and procedures regarding vendor interactions.

III. Other Important Considerations:

- A. Eligibility for Specialty Board Examination: Board examination eligibility for Trainees will be determined at the completion of the Program, subject to the relevant specialty board requirements. Eligibility may be delayed by leaves of absence that result in an extension of training. The Program Director will provide a final written summative evaluation of Trainee performance as documentation of Trainee's professional ability to practice in the designated area of specialization without supervision.
- B. Licensure: Trainees are required to obtain and maintain licensure throughout the duration of their training period.
- C. Right to Modify: The University reserves the right to make changes without notice at any point to this Contract or any aspect of the Program.
- D. Entire Contract: This Contract, including all attachments and exhibits hereto, constitutes the entire agreement between the Trainee and the University and supersedes all prior and contemporaneous oral or written agreements (including any prior year contracts or appointments) or understandings between the University and Trainee.

[TRAINEE NAME], Choose an item.

Date

[PD NAME], MD
Program Director, [Program Name]

Date

Sudhagar Thangarasu, MD, FACP
Designated Institutional Official, FIU

Date

On behalf of the Florida International University Board of Trustees:

Juan C. Cendan, MD
Senior Vice President of Health Affairs, FIU and
Dean, Herbert Wertheim College of Medicine

Date

Exhibit A

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. Please refer to specific ACGME institutional requirements and Residency Review Committees ("RRC") program requirements at www.acgme.org, as well as the GME Policies for additional information.
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 Trainee's level of advancement, responsibility, and competence, under the general supervision of appropriately privileged attending teaching staff in accordance with the specific published supervision policies of the University (as contained in the GME Policies).
4. To participate fully in the educational and scholarly activities of the Program and, as required, assume responsibility for teaching and supervising other Trainees and students.
5. To participate in FIU and the Assigned Site 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 in FIU and/or Assigned Site's committees and councils to which the Trainee is appointed or invited, especially those that relate to their education and/or patient care.
8. To develop competencies in:
 - a. Patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health
 - b. Medical knowledge about established and evolving biomedical, clinical, and cognate sciences and the application of this knowledge to patient care
 - c. Practice-based learning and improvement that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care
 - d. Interpersonal and communication skills that result in effective information exchange and teaming with patients, their families, and other health professionals
 - e. Professionalism, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population
 - f. Systems-based practice, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system of health care and the ability to effectively call on system resources to provide care that is of optimal value
9. To comply with duty hours assignments consistent with patient safety, educational requirements and personal development as outlined in by the Assigned Site's policies.
10. Case Documentation: documentation of clinical experiences, cases and/or procedures is mandated by the RRC. Trainees who do not maintain accurate case documentation may not advance to the next level of training or be allowed to complete their program until compliance is achieved.
11. To apply for USMLE Step 3 or COMLEX Level 3 by the end of the first year of training (PGY1). Failure to pass by the end of PGY-2 will result in non-promotion to the PGY-3 level or non-renewal of the Contract.
12. To abide by and adhering to all applicable state, federal and local laws as well as the

standards required to maintain accreditation by the Joint Commission, ACGME, and any other relevant accrediting, certifying or licensing organizations.

13. To abide by and adhering to the standards of the Assigned Site including the legible and timely completion of patient medical records, charts, reports, statistical operative and procedure logs.
14. To participate in Medicare, Medicaid, Tricare or other Federal health care programs. A check will be performed of the U.S. Department of Health and Human Services Office of Inspector General ("OIG") list of excluded individuals and the U.S. General Service Administration ("GSA") excluded parties list system as part of your appointment process. If the Trainee's name appears on the OIG or GSA excluded party lists or if the Trainee is at any time excluded from participation in Medicare, Medicaid, Tricare or other Federal health care programs or are convicted of a criminal offense related to the provision of health care items or services, this Contract is and the Trainee's participation in the graduate medical education program may be terminated immediately.
15. To pay all financial obligations to the University in a timely manner. The Trainee agrees that, in the event he/she has any unpaid financial obligation(s) to the University, the University is authorized to withhold issuance of the certificate of program completion until all such financial obligations are paid in full and to take any other steps as outlined in FIU Regulation 1111 Employee Debt Collection bot.fiu.edu.
16. Disclaimer or Trainee Assertions: The Trainee agrees that, unless approved by the University's Chair, all materials compiled or published by the Trainee relative to training and experiences received at the University and the Assigned Site, or arising from participation in training, patient care, or research pursuant to this Contract, will clearly state that the opinions or assertions contained therein are those of the Trainee and not those of the University.
17. Certificate of Completion: A certificate of completion of graduate medical training will be issued to a Trainee on the recommendation of the Program Director only after satisfactory completion of service and educational requirements and fulfillment of all other obligations and debts. Access to information about Board eligibility and examinations may be found at: <http://www.abms.org/>.
18. To participate in Quality Improvement and Patient Safety activities.

Exhibit B

Clinical Site Pre-Employment, Eligibility, and Health & Safety Requirements

Compliance & Screening

Complete Level 2 background check
Complete urine drug screen (10-panel)
Attend pre-employment physically and receive clearance from Employee Health
Provide tuberculosis clearance (within past 12 months)

- Negative PPD (<5mm), OR
- Negative QuantiFERON-TB Gold test, OR
- Negative chest X-ray + asymptomatic assessment (if prior positive PPD)

Aerosol Mask Fit Testing

Immunization Requirements

Measles, mumps, rubella (MMR)
Varicella (chickenpox)
Hepatitis B
Tdap (tetanus, diphtheria, pertussis)
Influenza