

Policy Title	Professional Liability and General Liability
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POLICY	
PURPOSE	<p>This policy defines professional liability insurance coverage for residents in accordance with ACGME Institutional Requirements. Professional liability and general liability insurance coverage will be provided to MHS-employed residents enrolled in MHS-sponsored training programs for patient care–related activities during the term of appointment.</p> <p>This Policy shall constitute summary of pertinent information regarding professional liability insurance coverage.</p> <p><i>NOTE:</i> In addition to being subject to specific policies and procedures required by ACGME, residents are also subject to policies and procedures applicable to MHS employees generally and enjoy those benefits of employment applicable to MHS employees of comparable classification.</p>
SCOPE	<p>The policy applies to all MHS-sponsored GME residency training programs, both accredited and non-accredited.</p> <p><i>Note:</i> In addition to being subject to specific policies and procedures required by all applicable accrediting bodies, GME Residents are also subject to policies and procedures applicable to MHS employees generally and enjoy those benefits of employment applicable to MHS employees of comparable classification.</p>
ACRONYMS	<p>ACGME — Accreditation Council for Graduate Medical Education CAO — Chief Academic Officer CMO (H) – Chief Medical Officer of individual hospitals in MHS CMO (S) –Chief Medical Officer of MHS CPME – Council of Podiatric Medical Education DIO — Designated Institutional Official GMEC — Graduate Medical Education Committee MHS — Memorial Healthcare System OAA – Office of Academic Affairs PD — Program Director RRC — Resident Review Committee</p>
DEFINITIONS	<p>The term "Resident" refers to all medical graduate trainees (interns, residents, fellows) in all postgraduate GME training programs sponsored by MHS.</p>
PROCEDURES	<ol style="list-style-type: none"> MHS will provide professional liability coverage, which includes legal defense and protection against awards from claims reported or filed during participation in each of its sponsored training programs or after the completion of the program(s) if the alleged acts or omissions of a Resident were within the scope of employment in connection with the program(s). Professional liability coverage will be afforded by MHS through both a program of self-insurance under Section 768.28, Florida Statutes and commercial insurance.

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	<p>Such professional liability insurance shall be in amounts no less than those required by law and any applicable MHS internal policy.</p> <ol style="list-style-type: none"> 3. The MHS self-insured retention and commercial indemnity coverage does not increase MHS limits of liability as prescribed in Section 768.28, Florida Statutes. 4. As employees of MHS, Residents will be entitled to the protection of sovereign immunity pursuant to Section 768.28, Florida Statutes, from claims filed during or after a Resident's completion of the Residency Program, but only if the alleged acts or omissions of the Resident are within the course and scope of the Resident's duties during the Term. 5. No individual policies will be issued to the Residents for professional liability coverage by MHS, however advance written notice will be provided to the residents if there are any substantial changes to the details of their professional liability coverage 6. The resident employment contract/agreement of appointment must directly contain or provide a reference to professional liability insurance, including a summary of pertinent information regarding coverage. 7. Residents must promptly provide to the MHS Risk Management Department notice of incidents that may give rise to claims, as well as copies of all writings giving notice of a claim, suit, or other circumstances which may give rise to a claim. 8. Residents must fully cooperate with MHS and its counsel in defending any claims. Such cooperation includes but is not limited to attendance at hearings, depositions, trials, and conferences.
REFERENCES	ACGME Institutional Requirements, effective July 2022 ACGME Common Program Requirement, effective July 2023 ACGME Program Specific Requirements – most recent as per RRC specialty CPME Standards, Requirements, and Procedures for Approved Podiatric Medicine and Surgery Residencies
ORIGINAL ISSUE DATE	May 5, 2015
REVIEW/REVISION DATES	August 2020, August 2024
POLICY OWNER	Office of Academic Affairs If any of the statements contained in this policy conflict with any verbal statements or agreements made by any representatives of MHS, then the statements contained in this policy shall control the outcome of any such conflict. This policy is intended to supplement standard MHS Human Resources ("HR") policies. To the extent that this policy conflicts with any MHS HR policy, the standard HR policy shall govern and control.

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POLICY OWNER CONT.	<p>Memorial reserves the right to modify this policy in whole or in part, at any time, at the discretion of the Healthcare System or as required by applicable law, regulation, or governing/accrediting body.</p> <p>Employees who have questions regarding information contained in this policy should contact the Office of Academic Affairs.</p>
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