

**Resident Agreement**  
**«OGMEPGY» - «PGY\_level»**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, (hereinafter referred to as "effective date") by and between «First\_Name» «Middle\_name» «Last\_name», «Credentials» (hereinafter referred to as "Resident") and Adventist Health Systems/Sunbelt, Inc. d/b/a Florida Hospital (hereinafter referred to as the "Hospital") on behalf of its «Program\_Name» (hereinafter referred to as "Program" or "Residency Program").

Resident will undergo an orientation period prior to the residency year to begin «FH\_orientation» (hereinafter referred to as "employment start date").

This agreement will cover the residency year (hereinafter referred to as "duration of appointment") beginning July 1, 2016 to June 30, 2017.

Resident shall be paid an annual stipend of \$«annual\_salary», payable in equal bi-weekly installments subject to withholding tax and FICA.

WHEREAS, Hospital desires to appoint Resident to serve as a resident and receive training in connection with the Residency Program, in accordance with the terms and conditions set forth herein; and

WHEREAS, Resident desires to receive such training and provide services in accordance with the Agreement, and,

WHEREAS, the parties acknowledge and agree this Agreement is intended to serve as an agreement that sets forth the basic rights, responsibilities and obligations of the parties, and is intended to appoint Resident to provide services for a specific duration of appointment. For each duration of appointment, there must be a separate Resident Agreement executed by the parties prior to the commencement of the applicable duration of appointment;

NOW, THEREFORM, in consideration of the premises and the mutual undertakings of the parties hereto, it is agreed by and between the parties as follows:

ARTICLE I

**Appointment of Resident**

Appointment and Reappointment. Hospital hereby appoints Resident and Resident hereby accepts appointment in the Residency Program for the duration of appointment stated in Paragraph 1. The conditions for Resident reappointment are outlined by the Residency Program in the Program Manual and the reappointment of Resident is subject to the conditions of that Program's accreditation and/or Program requirements as well as the execution of a new Resident Agreement by the parties.

Representations of Resident. Resident represents that he or she is eligible for appointment in the Residency Program because Resident (a) is a graduate of (i) a medical school in the United States or Canada accredited by the Liaison Committee on Medical Education (LCME) (ii) a college of osteopathic medicine in the United States accredited by the American Osteopathic Association (AOA) (iii) a graduate from a podiatric school of medicine accredited by the Council on Podiatric Medical Education (CPME); (iv) a medical school outside of the US or Canada and meeting one of the following additional qualifications: (a) holds a valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG). (b) holds a full and unrestricted license to practice medicine in the United States licensing jurisdiction in his or her current ACGME specialty/subspecialty program; or (c) has graduated from a medical school outside of the United States and has completed a Fifth Pathway program provided by a Liaison Committee on Medical Education (LCME) accredited medical school.

ARTICLE II  
**Responsibilities of the Resident**

1. Educational Requirements. Resident agrees to fulfill the educational requirements of the graduate training program as delineated by the Program's accrediting body, specialty and subspecialty board, and the established curriculum of the Residency Program as it may be modified from time to time. Resident is responsible for reviewing the goals and objectives of each post graduate year of training and all rotations.
2. Patient Care and Basic Requirements of Training. The Resident agrees to:
  - a. Fulfill the patient care requirements of the Residency Program and accept the obligation to use his/her efforts to provide safe, effective, efficient and compassionate patient care.
  - b. Perform his/her assigned duties to the best of his/her ability including completion of medical records in a timely fashion, in accordance with Hospital and Program policy. All medical records are property of Hospital.
  - c. Perform duties at a level commensurate with the Resident's training, skills and supervision requirements of the Program and/or accreditation guidelines.
  - d. Abide by the Medical Staff Rules and Regulations (hereinafter referred to as "Rules and Regulations"); applicable Hospital Policies and Procedures; and the applicable rules as outlined in the Resident's Manual ("Program Manual") and the Graduate Medical Education Manual ("GME Manual"). Resident's participation in the Residency Program will be governed in accordance with this agreement and as outline in the GME Manual and Program Manual.
3. Licensing Requirements:
  - a. Florida License/Training License: All residents shall hold and maintain a valid Florida Training License or a Florida State unrestricted medical license based on then needs and requirements of the program. Unless waived by the Program, Resident must apply for and maintain a license to practice medicine in the State of Florid and DEA license in accordance with the GME Manual and Program Manual.
  - b. Certifications: Maintain current certification as required by the Residency Program in accordance with accreditation requirements.
  - c. Duty Hours: Adhere to resident duty hours ("Duty Hours") requirements as required by accreditation and as outlined in the GME Manual Duty Hours Policy and Procedure.
  - d. FH Annual Requirements: Maintain and adhere to annual employee requirements as outlined by Hospital.
  - e. Display a professional, cooperative attitude toward all patients, visitors, colleagues and employees.
  - f. Dress code: Adhere to dress code as per Hospital and Program policy to include wearing Hospital issued identification badge on the left coat pocket at all times. Identification badge must be worn and in Resident's possession at all times while engaged in training activities. The Resident may not give their identification badge to any other person for any reason.
  - g. Moonlighting: Residents may engage in moonlighting activities as approved by the Program Director and Designated Institutional Official in accordance with accreditation requirements and as outlined by the GME Manual and Program Manual. All moonlighting counts toward the duty hours and must be reported. Professional Liability Coverage provided by Hospital will not cover any moonlighting

activities. Residents training on a J-1 visa are prohibited from participating in any moonlighting activities.

4. Background Check and Physical Examination

- a. Resident Agrees to submit to a criminal background check, in accordance with the Hospital's policies and procedures, prior to his or her participation in the Residency Program, and agrees that he or she will have a physical examination and be current on all immunizations prior to his or her participation in the Residency Program. Adverse findings on background check may invalidate the Resident's agreement. Misrepresentations or omissions in disclosing prior felonies, misdemeanors, sanctions or disciplinary actions of any kind may invalidate this agreement.
- b. In those instances where the Residency Program Director and/or GME has reasonable concern for the Resident's mental or physical health, which may impair or interfere with the Resident's ability to participate in the program, Resident shall submit to such mental and physical examinations as appropriate, which may include but are not limited to: urinalysis, blood tests and psychological testing or consultations.

5. Billing. Resident may not bill and collect for the professional services rendered by Resident hereunder. The sole compensation for these services and all revenues derived from the patient care activities as a Resident shall be the exclusive property of the Hospital.

ARTICLE III

**Responsibilities of the Hospital**

1. Appointment of Residents. The Hospital, through its designee, shall be responsible for annually determining and thereafter appointing the Resident to the appropriate postgraduate year of the Residency Program. Reappointment of Resident shall be determined by each Program's Polices and the guidelines of that Program's accrediting body, specialty and subspecialty board.
2. Education Program. The Hospital, through its designee, shall be responsible for developing the Residency Program curriculum and taking such steps as may be appropriate to ensure that the educational programs used by the Hospital for integrated training meets all criteria for accreditation and/or board certification associated with the Residency Program. Resident's eligibility for specialty board exams is determined in accordance with specialty/subspecialty board as may be outlined in the Program Manual.
3. Scheduling. Resident's duty hours shall adhere to accreditation requirements and be scheduled by the Program in accordance with their training rotation. All Duty Hours shall be documented in the Resident Data Management System as per the GME Duty Hours Policy as outlined in the GME Manual.
4. Impairment and Substance Abuse. Management of Resident impairment and/or substance abuse as outlined in the GME Manual and Hospital Policy and Procedures. Information about Physician Support Services is available to all Residents through the GME Manual and Hospital intranet.
5. Discrimination and Harassment. The Hospital is committed to the provision of a workplace free of discrimination, harassment or intimidation on account of sex, age, ethnicity, race or disability. All forms of harassment will be dealt with in accordance with Hospital policy and as stated in the GME Manual.
6. Communication. All residents and fellows are required to monitor their Hospital email on a daily basis. Resident will be required to obtain a smartphone device for the purpose of communicating with the Program and Hospital and obtain access to Hospital's email system and internet. A monthly stipend will be provided for such use after all required forms have been approved and submitted.

7. Financial Support. Financial Support shall be remitted to the Resident based on the postgraduate year of the Resident's training. This financial support shall represent payment to assist the Resident in furthering their education in their individual capacity and shall be subject to applicable taxes.
8. Benefits:
  - a. Professional Liability Coverage. The Hospital shall at its own expense add the Resident as a participant under the AHS Liability Trust (e.g. Hospital's professional liability program). Professional Liability coverage provides \$1,000,000 each occurrence (not increased by the number of participants or claimants involved), and 3,000,000 annual aggregate. This coverage responds to claims reported during Resident's training and includes an Extended Reporting Period or Tail Coverage. Tail coverage responds to claims reported after Resident's training, but is strictly limited to the acts or omissions that occurred during Resident's training. Coverage shall not be available under the Hospital's professional liability program for services performed by the Resident outside of assigned Residency Program activities.
  - b. Education Allowance. The Hospital will provide the Resident with an education allowance, which may also provide for paid leave to attend a local, regional or national conference or board review, in accordance with GME Manual, Program Manual and Hospital policy.
  - c. Personal Time. Resident shall be entitled to paid Personal Time not to exceed 20 days during the duration of appointment, (to include all vacation, holiday, interview days and/or sick time) scheduled at the discretion of the Program Director. Personal time is not subject to accumulation, may not be sold back to Hospital and does not roll over to the next duration of appointment.
  - d. Health Insurance. Health insurance for Resident and dependent(s), to include health and hospital coverage, will become active on Resident's employment start date at no cost to the Resident. Resident shall incur a monthly surcharge if Resident or someone in household uses tobacco products to include, but not limited to, chewing tobacco, cigars, cigarettes, creamy snuff, dipping tobacco, and pipe tobacco, as well as alternative nicotine delivery methods like "e-cigarettes". Resident must provide attestation as to the usage or non-usage of tobacco products at the time of enrollment.
  - e. Disability insurance. Disability insurance may be purchased by the Resident through Hospital.
  - f. Life Insurance. The Hospital shall provide at no cost, term life insurance in the face amount of the Resident's guaranteed base salary. The Resident may purchase additional coverage.
  - g. Counseling/Psychiatric Support Services. Counseling/psychiatric support services are available as outlined in the GME Manual.
  - h. Uniforms. Two (2) white uniform jackets (or lab coat) will be furnished to Resident during initial year and one (1) for each subsequent year by the Hospital to ensure uniformity and identification of Residents. Any other replacement and laundering shall be the responsibility of the Resident.
  - i. Leave of Absence. **All** leave of absence requests must be submitted to the Program Director, GME Office and Hospital Human Resources with as much reasonable notice as possible. Each request will be considered and granted as outlined by Florida Hospital Policy # 800.216 and Standard Operating Procedure. Such leave for cause includes statutory family/medical leave, military leave, extended sick leave or other causes determined to required extended absence from training. Resident's required training time may be impacted by any leave of absence and should be discussed with the Program Director at the time of the request.

- i. Effects of Leave. Resident shall be responsible for the effect of leave(s) and his/her ability to satisfy requirements for completion of the Residency Program. Resident shall discuss the potential effect of leave with the Program Director and/or contact the certifying board of his/her specialty.
- ii. Board Eligibility. Resident shall be responsible for the eligibility requirements related to specialty board examinations. Residents should discuss with the Program Director and/or contract the certifying board of his/her specialty.
- j. Membership Dues, Licenses and Certifications. License, certifications and professional membership dues to be paid as outlined by Program guidelines.
- k. Call Rooms. Call rooms are available while the Resident is on call at the Hospital. Meals are made available to Residents at no charge through physician lounge(s) at each campus.
- l. Tax Sheltered Annuity. At the time of hire, Hospital will make available a Tax Sheltered Annuity excluding the hospital contribution portion of the contract.
- m. Moving Expenses. If provided, moving expenses up to \$1,500 will be reimbursed as per GME Manual and Hospital Policy upon initial entry into Residency Program. Moving expenses are not available during years of any subsequent reappointments. Moving expenses submitted more than 60 days after the incurred expense will not be reimbursed.
- n. Reimbursements. All reimbursements must be submitted in accordance with GME Manual and Hospital Policy. Reimbursements submitted more than 60 days after the incurred expense will not be reimbursed.

ARTICLE IV  
**Grievance Procedure**

The intent of GME's grievance procedure is to provide a fair, reasonable and readily available grievance and due process procedures that minimize conflicts of interest in the adjudication of issues. A resident initiating a grievance is required to use the grievance procedure as outline in the GME manual.

ARTICLE V  
**Disciplinary Action**

Hospital is committed to provide the highest quality of graduate medical education programs. The Program Director and/or GME Administration may take disciplinary actions including reprimand, suspension, or termination against the resident when there has been failure to attain a proper level of scholarship or professionalism, a breach of contract, a confirmed incidence violating Hospital's Citizenship Policy and/or Ethics Policy including behavior resulting in impairment, sexual harassment and other forms of harassment, or those behaviors and actions impacting patient and/or staff care and safety. Any disciplinary action may be appealed by the Resident through the Grievance procedure as outlined in the GME Manual.

ARTICLE VI  
**Term**

This Agreement shall commence on Effective Date with duration of appointment unless otherwise terminated in accordance with the provisions set forth in Articles V and VII of this Agreement.

ARTICLE VII  
**Termination**

Notwithstanding and in addition to the provisions of Article V and VI, this Agreement may be terminated as follows:

1. Termination by Mutual Consent. This Agreement may be terminated at any time by the mutual consent of the parties hereto.
2. Termination by Resident. Resident may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice to Hospital.
3. Termination by Hospital

The Hospital shall have the right to terminate this Agreement as follows:

- a. Loss of Florida State Medical License/Training License or failure to obtain as required. Immediately upon the suspension, revocation or loss, for whatever reason, of the Resident's license to practice medicine in the State of Florida or failure to obtain licensure as outlined by the Program Manual.
- b. Reduction/Closure of Residency Program. Upon ninety (90) day notice, if Hospital makes a decision to terminate the Residency Program or reduces the number of residency positions, the Program Director, Program Coordinator and GME office will assist the Resident, to the extent reasonably possible, in locating another position.
- c. Immediately for cause as determined by the Hospital for academic or disciplinary reasons.
- d. Non-renewal of appointment or non-promotion. The Hospital, through its delegate, will provide the Resident with a written notice of intent to not renew resident agreement, non-promotion to the next PGY or dismissal from the Program.

ARTICLE VIII  
**Miscellaneous**

1. Invalid Provision. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such valid or unenforceable provisions were omitted.
2. Assignment. Neither party may assign this Agreement or the duties and responsibilities contained herein without the written consent of the non-assigning party.
3. Modification. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.
4. Applicable Law and Binding Effect. This Agreement shall be construed and regulated under the laws of the State of Florida and shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns.
5. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
6. Remedies Cumulative. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other

remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. Waiver. A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.
9. Notices and Payments. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered by messenger or courier service, telecommunicated or mailed by registered or certified mail, return receipt requested, addressed to –

As to Hospital:

Florida Hospital Graduate Medical Education  
Attn: Joseph D. Portoghese, MD, Chief Academic Office, Designated Institutional Official  
2501 North Orange Avenue, Suite 235, Mailbox 38  
Orlando, FL 32804

As to Resident:

«First\_Name» «Middle\_name» «Last\_name», «Credentials»  
«Program\_Name»  
«Program\_Address»  
«Program\_City», «Program\_State» «Program\_Zip»

10. Complete Agreement. This Agreement constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or in writing, with respect to the subject matter hereof, and no other agreement or promise relating to the subject matter of this Agreement which is not contained herein shall be binding.

IN WITNESS WHERE OF, the parties have executed this Agreement the day first stated above.

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«First\_Name» «Middle\_name» «Last\_name»,  
«Credentials», Resident

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«Program\_Director»  
«Program\_Name»  
Program Director

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Joseph D. Portoghese, MD  
Chief Academic Officer and  
Designated Institutional Official