

**ADVENTHEALTH
RESIDENT AGREEMENT
PGY - «PGY_level»**

This Agreement is made and entered into this ____ day of _____, 2020 (hereinafter referred to as "effective date") by and between _____, (hereinafter referred to as "Resident") and Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth (hereinafter referred to as the "Hospital") on behalf of its _____, (hereinafter referred to as "Program" or "Residency Program"). This agreement will cover the residency year (hereinafter referred to as "duration of appointment") beginning July 1, 2020 to June 30, 2021.

Resident will undergo an orientation period prior to the residency year to begin _____ (hereinafter referred to as "employment start date").

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

WHEREAS, "Resident" refers to he or she who desires to participate as a Resident or Fellow within a Program, and "Program" or "Residency Program" refers to the Residency or Fellowship Program sponsored by AdventHealth.

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 that this document 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, THEREFORE, 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**

1. 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.
2. 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 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 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/or 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 for all individual 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 Bylaws (hereinafter referred to as "Bylaws") and 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 for the Residency Program ("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 outlined in the GME Manual and Program Manual.
3. Other Requirements:
 - a. Graduate Medical Education/Program Manual: The resident agrees to review and abide by all policies and procedures as delineated in the GME manual and Program manual. The GME and Program manuals are subject to change and may be updated at any time throughout the appointment year.
 - b. Florida License/Training License: All residents shall hold and maintain a valid Florida Training License or a Florida State unrestricted medical license based on the needs and requirements of the program.
 - c. Certifications: Maintain current certification as required by the Residency Program, Hospital, and as required by accreditation requirements.

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- d. Clinical and Educational Work Hours (Formerly Duty Hours): Adhere to resident clinical and educational work hour (“Work Hours”) requirements as required by accreditation, and document all Work Hours in the Resident Data Management System as outlined in the GME Manual Clinical and Educational Work Hours Policy and Procedure and Program Manual Work Hours Policy and Procedure.
- e. Employee Requirements: Maintain and adhere to all employee requirements, as they become due, as outlined by Hospital and/or the Graduate Medical Education Office. Lack of timely compliance with employee requirements may result in suspension from patient care activities and mandatory use of the Resident’s Paid Leave Days, for a minimum of one day. Lack of timely compliance may also result in loss of eligibility for any annual monetary bonus which the hospital may, at its sole discretion, issue from time to time.
- f. Professionalism: Adhere to all AdventHealth, GME, and specialty program specific Professional Conduct, Social Media and Ethics policies and guidelines. In addition, Residents must display professional demeanor, conduct and communication at all times to patients, visitors, other health care professionals, students and staff.
- g. 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.
- h. 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 work 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, per the Educational Commission for Foreign Medical Graduates (ECFMG) regulations.

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4. Background Check, Claims History 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. Adverse findings on background check may invalidate the Resident’s contract.
- b. Resident agrees to submit a professional liability claims history letter, if any previous employment includes a patient care setting, prior to his or her participation in the Residency Program.
- c. Resident 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. 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.

- d. Falsified information or incomplete disclosure on background check application and/or claims history letter, may invalidate the Resident's contract.
5. Billing. Resident hereby grants and assigns to Hospital all rights he or she may have to bill and collect for the professional services rendered by Resident hereunder. The sole compensation for these services and all revenues derived from his or her patient care activities shall be the exclusive property of 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 Policies 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/sub-specialty board as may be outlined in the Program Manual.
3. Clinical and Educational Work Hours and Assignments. The Hospital shall be responsible for monitoring Resident's work hours, including all clinical and academic time related to the residency program. Work hour assignments shall adhere to accreditation requirements in accordance with the Program's accrediting body guidelines.
4. Impairment and Substance Abuse. The Hospital shall be responsible for keeping the work environment free from alcoholic beverages and illegal drugs to avoid their adverse effects on job performance and safety. All employees are prohibited from possessing, using, or being under the influence of alcoholic beverages and illegal drugs while on Hospital premises or conducting Hospital business. Instances of Resident impairment and/or substance abuse shall be managed as outlined in the GME Manual and Hospital Policy and Procedures. All AdventHealth employees may utilize the AHS Employee Assistance Program (EAP).
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 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.
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. If applicable, the Hospital will provide the Resident with an education allowance for program approved reimbursable expenses including books, some electronic devices (iPad, laptop), memberships and dues, and to attend local, regional, or national conferences or board review course in accordance with GME Manual, Program Manual and Hospital policy. This educational allowance shall represent payment to assist the Resident in furthering their education in their individual capacity and shall be subject to applicable taxes.
- c. Paid Leave Days. Hospital shall provide Resident with Paid Leave Days not to exceed 20 days during the term of this Agreement. If the Resident is employed a portion of the academic year, Paid Leave Days will be prorated. Paid Leave Days include all time off: vacation, holidays, interview days, sick time, and etcetera. Paid Leave Days are not subject to accumulation, may not be sold back to Hospital and do not roll over to the next duration of appointment. Up to five (5) additional Education Leave Days may be granted for educational conference attendance only, at Program Director discretion. Education Leave Days are not subject to accumulation, may not be sold back to Hospital and do 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 first day of employment at no cost to the Resident. Resident shall incur a monthly surcharge if Resident or someone in household uses tobacco products or alternative nicotine delivery methods. 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 Human Resources.
- 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. Lab Coats, Scrubs. Two (2) white lab coats will be furnished during initial year to Resident by the Hospital to ensure uniformity and identification of Residents. Any additional coats, replacement coats and laundering shall be the responsibility of Resident. Residents of programs requiring non-hospital provided scrubs shall require program and GME office approval prior to ordering. Only an AdventHealth approved vendor shall be used and individual residents shall not purchase scrubs or lab coats without proper approvals.

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- i. Leave of Absence. The GME office requires that a written request be submitted for **All** leaves 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 AdventHealth 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 require extended absence from training. In any case in which a resident is absent for three (3) or more days, the resident will require a health clearance to return to work, from the AH Employee Health Clinic and/or the resident's personal medical provider, as outlined in AdventHealth Policy #815.026 – Employee Illness & Injury. 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), including but not limited to, extension of training and his/her ability to satisfy requirements of Program, Institution and/or certifying board. The procedures for leave of absences are outlined in the GME Manual.
 - 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 contact the certifying board of his/her specialty.
- j. Licenses. State of Florida Medical Training License and all renewals are paid by the Program. State of Florida Unrestricted Medical License and Drug Enforcement Agency (DEA) License Fees are reimbursable on a prorated basis. Proration is determined by the issue date on the license and/or DEA and the time remaining in the residency program. Indirectly associated licensing expenses and fees, including but not limited to shipping, transcripts, self-queries and background check fees will not be paid by the program. Such fees are eligible for reimbursement through a Resident's educational allowance.
- k. Certifications. The Program will pay for required certifications and recertification fees, including BLS, ACLS, ATLS, PALS, and others as required by the Program and Hospital, when obtained through department approved vendors.
- l. 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.
- m. Exams. The hospital will reimburse for USMLE Step 3 exam first attempt, or Comlex Level 3 exam first attempt, as required by program. Any exam fees paid by the resident/fellow prior to receiving and signing an AdventHealth resident agreement will not be reimbursed.
- n. AHRP 403(b) Retirement Plan. At the time of hire, Hospital will make available a 403(b) retirement plan provided by AHRP. Residents will be eligible to sign up for the retirement benefit upon hire.
- o. Moving Expenses. If provided by the program, 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 program start date will not be reimbursed.

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- p. Reimbursements. Allowable expense reimbursements related specifically to residency training and education must be submitted in accordance with GME Manual and Hospital Policy. Reimbursements submitted more than 45 days after the incurred expense will not be reimbursed.
- q. Employee Bonus. If awarded by the Hospital, Resident will receive the annual AdventHealth employee bonus.

ARTICLE IV
Grievance and Due Process Procedure

The intent of GME's grievance and due process 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 outlined 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 of one (1) year unless otherwise stated or 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, 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 Program Director, with Designated Institutional Official and Hospital support, will provide the Resident, with as much notice as possible, 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 nor 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:

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

As to Resident:

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 WHEREOF, the parties have executed this Agreement the day first stated above.

Resident

Date

Program Director

Date

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

Date