

**MEDICAL RESIDENT EMPLOYMENT AGREEMENT FOR
[SPECIALTY] RESIDENCY PROGRAM
PGY - «PGY_level»**

This **MEDICAL RESIDENT EMPLOYMENT AGREEMENT FOR [SPECIALTY] RESIDENCY PROGRAM** ("Agreement") is effective _____ ("Effective Date") by between _____, M.D./D.O., an individual ("Resident") and Adventist Health System/Sunbelt, Inc., a Florida not for profit corporation doing business as AdventHealth Orlando ("Hospital").

BACKGROUND

WHEREAS, on behalf of Hospital's _____ **[Specialty]** Residency Program ("Program" or "Residency Program"), Hospital accepted Resident to receive training in the Residency Program.

WHEREAS, this Agreement will cover the Residency Year (defined herein).

WHEREAS, Resident will undergo an orientation period to begin on the Effective Date and to end prior to the commencement of the Residency Year.

WHEREAS, Hospital will remit to Resident a Salary (defined herein) and benefits as identified in this Agreement.

WHEREAS, Resident is a graduate from an accredited college of medicine who desires to participate as a medical resident or fellow within the Residency Program.

WHEREAS, Hospital desires to employ and appoint Resident to receive training in connection with the Residency Program in accordance with the terms and conditions set forth herein.

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

WHEREAS, the parties acknowledge and agree that 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 Residency Year.

WHEREAS, for each subsequent Residency Year, the parties agree to enter into a Resident Agreement to be executed by the parties prior to the commencement of the subsequent, applicable Residency Year;

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**

1.1 **Appointment and Reappointment.** Hospital hereby employs and appoints Resident to the Residency Program **[OPTIONAL: as _____]**, and Resident hereby accepts employment and appointment in the Residency Program as **[OPTIONAL: as _____]**

_____] for the Residency Year identified in the second recital on page one of this Agreement. The conditions for Resident reappointment as [OPTIONAL: as _____] are outlined by the Residency Program in the Policies and Procedures (defined in Section 2.2.4), which are incorporated herein by reference. Hospital's reappointment of Resident to the Residency Program as [OPTIONAL: as _____] is subject to the accreditation conditions of the Residency Program and requirements of the Residency Program as well as the mutual execution of a new Resident Agreement by the parties before the end of the Residency Year.

- 1.2 **Representations of Resident.** Resident represents that Resident is eligible for appointment in the Residency Program because Resident is a graduate of one of the following:
- 1.2.1 A medical school in the United States of America ("USA") or Canada accredited by the Liaison Committee on Medical Education ("LCME").
 - 1.2.2 A college of osteopathic medicine in the USA accredited by the American Osteopathic Association ("AOA").
 - 1.2.3 A podiatric school of medicine accredited by the Council on Podiatric Medical Education ("CPME").
 - 1.2.4 A medical school outside of the USA or Canada and meets one of the following additional qualifications:
 - 1.2.4.1 Holds a valid certificate from the Educational Commission for Foreign Medical Graduates ("ECFMG"), or
 - 1.2.4.2 Holds a full and unrestricted license to practice medicine in the USA licensing jurisdiction in Resident's current ACGME specialty/subspecialty program.
- 1.3 **Board Eligibility.** Resident is responsible for meeting the eligibility requirements related to specialty board examinations and for directing board examination questions to the certifying board of Resident's specialty/subspecialty and Residency Program Director.

ARTICLE II Responsibilities of the Resident

- 2.1 **Educational Requirements.** Resident agrees to fulfill the educational requirements of the post graduate training in the Residency Program as delineated by the Residency Program's accrediting body, specialty board and subspecialty board, and the established curriculum of the Residency Program, as may be modified from time to time in Hospital's sole discretion. Resident is responsible for reviewing the goals and objectives of each post graduate year of training in the Residency Program and for all individual rotations for the Residency Program.
- 2.2 **Patient Care; Basic Requirements of Training for the Residency Program; and Policies and Procedures.** Resident agrees to:

- 2.2.1 Fulfill the patient care requirements of the Residency Program and to use Resident's best efforts to provide safe, effective, efficient, and compassionate patient care.
- 2.2.2 Perform Resident's assigned duties to the best of Resident's ability including completion of medical records in a timely fashion in accordance with the Policies and Procedures, and Resident agrees and acknowledges that all medical records are the property of Hospital.
- 2.2.3 Perform duties at a level commensurate with the Resident's training, skills, and supervision requirements of the Residency Program and Residency Program accreditation guidelines.
- 2.2.4 Comply with all Policies and Procedures, including any amendments to the Policies and Procedures. The term "Policies and Procedures" is defined as, without limitation, the following: (i) the policies, procedures, bylaws, rules, and regulations of AdventHealth, including but not limited to those applicable to social media, ethics, and the prohibition to smoke on AdventHealth property; (ii) the policies, procedures, bylaws, rules, and regulations of Hospital, including but not limited to the Hospital's employee handbook ("Handbook"), as may be updated or replaced from time to time, and policies applicable to social media and ethics and the prohibition to smoking on Hospital property; (iii) the policies, procedures, bylaws, rules, and regulations of the Medical Staff of Hospital; (iv) rules of conduct and governing documents of AdventHealth and Hospital; (v) other policies, procedures, protocols, and practices of AdventHealth and Hospital; (vi) the code of conduct and conflict of interest policy(ies) of AdventHealth and Hospital; (vii) policies, procedures, and guidelines applicable to moonlighting; (viii) standard operating procedures and other operational guidelines of AdventHealth and Hospital; and (ix) GME department, GME Committee, and individual residency program policies, procedures, rules, and regulations in the Residency Program Manual ("Program Manual") and the Graduate Medical Education Manual ("GME Manual"), which are subject to change and updates or replacement at any time throughout the Residency Year. Resident agrees that Resident's participation in the Residency Program will be governed in accordance with this Agreement and the Policies and Procedures.

2.3 **Other Requirements.**

- 2.3.1 **Florida License/Training License.** Resident shall hold and maintain a valid Florida medical training license or a Florida unrestricted medical license as determined solely by Hospital based on the needs and requirements of the Residency Program.
- 2.3.2 **Certifications.** Resident shall maintain current certification as required by the accreditation requirements of the Residency Program and Hospital.
- 2.3.3 **Clinical and Educational Work Hours (Formerly "Duty Hours").** Resident shall adhere to medical resident clinical and educational work hours ("Work Hours") requirements as required by Residency Program accreditation and document all Work Hours in the Resident Data Management System as outlined in both (a) the GME Manual's Clinical and Educational Work Hours Policy and Procedure and (b) Program Manual's Work Hours Policy and Procedure, as may be amended and replaced from time to time.

- 2.3.4 **Employee Requirements.** Resident shall maintain and adhere to the requirements of this Agreement. Lack of timely compliance with the terms of this Agreement may result in suspension of services and compensation in Section 3.12.3 or termination of the Agreement pursuant to Article VII (Termination).
- 2.3.5 **Professionalism.** Residents must display professional demeanor, conduct, and communication at all times to patients, visitors, other health care professionals, students and staff consistent with Policies and Procedures.
- 2.3.6 **Dress Code and Identification Badge.** Resident shall adhere to dress code as per the Policies and Procedures. Resident shall wear the Hospital-issued identification badge at all times when Resident is at the Hospital and participating in the Residency Program. Resident may not give or loan Resident's Hospital identification badge to any other person for any reason.
- 2.3.7 **Moonlighting.** If approved by the Residency Program Director and Hospital in advance and in writing, Residents may engage in moonlighting activities with external, non-AdventHealth parties in accordance with the accreditation requirements of the Residency Program as outlined by the GME Manual and Program Manual with respect to Work Hours, which must be reported to Hospital and be in compliance with federal, state, and local law, rules and regulations and payor requirement. Professional liability coverage provided by Hospital will not cover any non-AdventHealth external moonlighting activities.
- 2.3.8 **Cross-Coverage Services.** Per AdventHealth requirements and practice, Physician is prohibited from entering into multiple, separate employment agreements with Employer or any other entities within AdventHealth. Physician must notify Employer of any requests from Hospital or other AdventHealth entities for Physician to perform administrative or professional services, regardless of whether compensation is paid, that are not included in this Agreement. Employer reserves the right, in its sole discretion, to approve or reject a request for Physician to perform cross-coverage services at another AdventHealth entity or Hospital ("Cross-Coverage Services"). If Cross-Coverage Services are approved, Employer and Resident will, as applicable, amend this Agreement to include Cross-Coverage Services and compensation. Resident is required to obtain a professional liability coverage policy for Cross-Coverage activities that are not supervised by the Residency Program. Resident will continue to receive professional liability coverage under the Trust for all supervised Cross Coverage Services where Resident is acting in a trainee capacity with faculty supervision. Residents training under J-1 visa status are prohibited from participating in any moonlighting activities or Cross-Coverage Services per the ECFMG rules and regulations.
- 2.3.9 **Compliance with Laws.** Resident must comply with all applicable federal, state, and local laws, rules, and regulations.
- 2.3.10 **Corporate Compliance and Audits.** Resident acknowledges that Hospital follows the AdventHealth Corporate Compliance Plan ("AdventHealth Compliance Plan"). Resident must comply with the AdventHealth Compliance Plan, as it may be amended from time to time, in all material respects related to Resident's

employment and this Agreement. Resident acknowledges that as part of the AdventHealth Compliance Plan, Resident is subject to periodic coding audits, to review Resident's claims for accuracy of coding, including modifiers, and supporting documentation for compliance with applicable laws, rules, and contracts with insurers ("Audit"). The Audit will be conducted in accordance with the AdventHealth Annual Coding Review and Escalation Policy ("Policy CW PE 203"), or its successor, as may be amended from time to time.

2.4 **Background Check, Claims History and Physical Examination.**

2.4.1 Resident agrees to submit to a criminal background check, in accordance with the Policies and Procedures, prior to Resident's participation in the Residency Program. Adverse findings on background checks will permit Hospital to terminate the Agreement pursuant to Article VII (Termination) upon written notice to Resident, provided termination is consistent with the Policies and Procedures and applicable federal, state, and local laws, rules, and regulations.

2.4.2 Resident agrees to submit a professional liability claims history letter when any of Resident's previous employment includes a patient care setting, prior to Resident's participation in the Residency Program.

2.4.3 Resident agrees that Resident will both (a) undergo a physical examination and any applicable nicotine, drug, or alcohol testing and (b) be current on all immunizations per the Policies and Procedures prior to Resident's participation in the Residency Program. In those instances where there is reasonable concern for the Resident's mental or physical health which may impair or interfere with the Resident's ability to participate in the Residency Program, Resident shall submit to such mental and physical examinations, which may include but are not limited to urinalysis, blood tests, and psychological testing or consultations, and follow-up mental and physical exams to clear the Resident to return to work; provided the request for mental and physical examinations is consistent with the Policies and Procedures and applicable federal, state, and local laws, rules, and regulations.

2.4.4 Falsified information or material, incomplete disclosure on background check application and/or claims history letter will permit Hospital to terminate the Agreement upon written notice to Resident pursuant to Article VII (Termination).

2.5 **Billing.** Hospital will set the master fee schedule for the professional services. If applicable, Hospital or Hospital's designee will bill and collect sums due from patients and third-party payors on behalf of Hospital for Resident's services furnished pursuant to this Agreement regardless of location or place of services. Resident hereby grants and assigns to Hospital all rights Resident may have to bill and collect for the professional, clinical services rendered by Resident hereunder. All revenues derived from Resident's patient care activities shall be the exclusive property of Hospital.

ARTICLE III Responsibilities of the Hospital

3.1 **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 the GME Manual, Program Manual, and applicable Policies and Procedures and the policies and the guidelines of the Residency Program's accrediting body or the applicable specialty and subspecialty board.

- 3.2 **Resident Program Curriculum.** 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 meet all criteria for Residency Program 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.
- 3.3 **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 Hours shall adhere to accreditation requirements in accordance with the Residency Program's accrediting body guidelines.
- 3.4 **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 applicable Policies and Procedures of the Hospital. Resident may access and use the AdventHealth Employee Assistance Program ("EAP") and any successor program, for assistance.
- 3.5 **Discrimination and Harassment.** The Hospital is committed to the provision of a workplace free of discrimination, harassment, or intimidation on account of race, creed, religion, color, age, gender, national origin, disability, and sexual orientation. All forms of harassment will be dealt with in accordance with federal, state, and local laws, rules, and regulations and the Policies and Procedures, including but not limited to applicable Policies and Procedures of the Hospital.
- 3.6 **Communication.** Resident is required to monitor Resident's AdventHealth email address on a daily basis. Resident is required to obtain a smartphone device, with a USA domestic phone number, for the purpose of communicating with the Residency Program and Hospital and obtaining access to Hospital's email system and internet.
- 3.7 **Call Rooms.** Hospital will make available call rooms for Resident and other similarly situated medical residents and fellows providing in-house overnight coverage at the Hospital when scheduled for twenty-four (24) consecutive hours of call coverage. Hospital will make available additional space and rest areas for sleep for Resident and other similarly situated medical residents and fellows when scheduled for overnight shifts.
- 3.8 **Meals.** Hospital will make available meals at no charge through the Hospital's physician lounge or cafeteria, as applicable to the specific site. If Resident does not have access to the physician lounge at Hospital, Hospital will provide a daily meal credit for the Hospital's cafeteria. Resident will be responsible for additional meal expenses upon exhaustion of provided meal credit.

- 3.9 **Lab Coats, Scrubs.** If Resident is in Resident's first year of the Residency Program, Hospital will provide one (1) white lab coat to Resident to ensure uniformity and identification of Residents. Any additional coats, replacement coats and laundering is the responsibility of Resident. If Resident's Residency Programs requires non-Hospital provided scrubs, Resident shall obtain Residency Program and GME office approval prior to ordering. Resident shall only order scrubs or laboratory coats from an AdventHealth-approved vendor with Residency Program and GME prior approvals.
- 3.10 **Professional Liability Coverage and Post Employment Prior Acts Coverage.** Hospital must provide occurrence-based professional liability coverage for Resident with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per loss and THREE MILLION DOLLARS (\$3,000,000) in the annual aggregate to cover services provided by Resident during the course of Resident's employment with Hospital, regardless of when the Claim (as defined in Section 3.11) is brought. Occurrence-based coverage means that Resident is provided with professional liability coverage during employment and post-employment for Claims involving professional services provided during Resident's employment with Hospital. Unless an exception is granted by AdventHealth Risk Management in advance of the execution of this Agreement, such coverage will be provided by the AdventHealth Liability Trust ("Trust"). In the event an exception to coverage under the Trust is granted, AdventHealth Risk Management will be responsible for the procurement and management of alternative coverage for the entire duration of Resident's employment with Hospital. Resident must provide documentation to Hospital in the form of an extended reporting endorsement to evidence procurement of prior acts coverage (i.e., "tail coverage") related to previous employment outside Hospital. If Resident fails or is unable to provide the required documentation for prior acts coverage, AdventHealth Risk Management will have sole discretion to determine whether Resident will be allowed to go without prior acts coverage (i.e., go "bare") for prior acts, and AdventHealth Risk Management will also provide any necessary addendums to be affixed to this Agreement indicating Resident's lack of prior acts coverage and the resulting conditions. Under no circumstances will the coverage afforded Resident pursuant to this Section be interpreted as covering Resident for acts or omissions resulting from Resident's engagement in any external moonlighting activities, or Cross-Coverage Services taking place at an AdventHealth facility which are not supervised by Resident Program faculty, regardless of whether the moonlighting activities or Cross-Coverage Services are identified in this Agreement or a separate writing.
- 3.11 **Indemnification.** Hospital agrees to hold harmless, indemnify, and defend Resident with regard to any and all Claims placed against Resident by any third party, provided such action or inaction on which the Claim is based occurred during the course of Resident's employment with Hospital and is related to the specific duties of Resident as outlined in this Agreement. During the Term of this Agreement, the obligations and duties of Resident arising from Resident's employment with Hospital will be covered by one (1) or more policies and/or self-insurance programs maintained by Hospital through its affiliation with AdventHealth (e.g., directors' and officers' liability, professional liability, and general liability, et cetera) and, to the degree that such policies are insufficient to cover any loss, damage, expense, charge, or demand made by a third-party against Resident (individually, "Claim" and collectively, "Claims") or the coverage maintained by Hospital does not cover the type of Claim filed, Hospital must be responsible for defending the Claim on the behalf of Resident at its sole expense, provided, however, that Resident gives Hospital written notice not more than five (5) business days following the receipt of notice of any Claim, and

provided further that Resident must assist and cooperate with Hospital in the conduct of the litigation and the enforcement of any right of contribution to which Resident may be entitled from any person or entity in connection with the subject matter of the Claim, which is subject to the provisions of this Section. Except at the sole discretion of Hospital, such indemnification will not extend to Claims, demands, causes of action, liabilities, damages, costs, and expenses arising from alleged or actual civil or criminal liability resulting from acts or omissions outside the scope of the specific duties of Resident described in this Agreement. Subject to the limitations of Section 627.4147 of the Florida Statutes, resolution of any Claim covered by Hospital, whether by judgment, arbitration, settlement, or otherwise, will not require the consent of Resident.

In the event Hospital fails or refuses to assume the defense of a Claim or fails to notify Resident of the assumption of the defense of a Claim within five (5) days of the giving of such notice by Resident, Resident has the right to take such action as Resident deems appropriate to defend or contest the Claim. Resident agrees not to settle a Claim defended by Hospital without the advice and consent of Hospital. Resident agrees to notify Hospital five (5) days prior to settling any Claim not defended by Hospital. If Hospital defends any Claim for which indemnification by Resident is sought pursuant to this Section, Resident is entitled to participate at Resident's own expense in the defense of such Claim, provided that Hospital bears the fees and expenses of Resident's counsel only if the following occurs: (i) the employment of such counsel is specifically authorized in writing by Hospital; (ii) Hospital is not adequately prosecuting the defense in good faith; or (iii) the named parties to such action include both Hospital and Resident and there exists a conflict of interest between such Parties, which renders it inappropriate for counsel selected by Hospital to represent both Parties.

3.12 **Compensation; Benefits; Suspension of Compensation and Services; and Fair Market Value of Compensation.**

3.12.1 **Compensation.** Hospital shall remit compensation to Resident as set forth in **Exhibit 3.12.1.**

3.12.2 **Benefits.** Hospital will provide Resident with employment benefits described in **Exhibit 3.12.2,** which are subject to change by Hospital and AdventHealth, and those other employment benefits customarily offered to medical residents and fellows employed by Hospital.

3.12.3 **Suspension of Compensation and Services.** Hospital retains the right to suspend compensation due Resident under Section 3.12.1 and **Exhibit 3.12.1** and suspend Resident from performing services and other clinical and administrative duties when Resident: (a) fails to comply with the qualifications, requirements, and representations in Section 1.2 (Representations of Resident), Section 2.3.5 (Professionalism), Section 2.4 (Background Check, Claims History and Physical Examination), and Section 2.5 (Billing) and (b) cannot cure a breach within the Cure Notice Period (defined herein), as determined solely by Hospital pursuant to Section 7.4 (Termination for Cause with Prior Notice by Hospital); or (c) fails to participate in the Residency Program in accordance with the terms of this Agreement, including following the schedule as assigned by Hospital. Hospital will suspend compensation due Resident when Resident takes a leave of absence, provided suspension of compensation is consistent with the Policies

and Procedures and applicable federal, state, and local laws, rules, and regulations. Hospital reserves the right to take additional action including, but not limited, to termination of the Agreement pursuant to Article VII (Termination).

- 3.12.4 **Fair Market Value of Compensation**. Notwithstanding any other provision herein to the contrary including Section 3.12.1 and **Exhibit 3.12.1**, Resident may not earn or be entitled to aggregate annual compensation (which includes all compensation remitted to Resident) for the services Resident provides pursuant to this Agreement that is in excess of the fair market value of Resident's personally performed services under this Agreement.

ARTICLE IV Grievance and Due Process Procedure

The intent of GME Manual'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. If Resident initiates a grievance, Resident 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 Residency Program Director and/or GME administration may take disciplinary actions against Resident to include reprimand of Resident, suspension of Resident, or termination of this Agreement pursuant to Article VII (Termination) when Resident has failed to attain a proper level of scholarship or professionalism as required by Hospital, GME, and Policies and Procedures (which include the Program Manual and GME Manual); breach of this Agreement; or a confirmed incidence violating AdventHealth's or Hospital's Citizenship Policy and/or Ethics Policy, including but not limited to behavior resulting in drug or substance abuse impairment, sexual harassment and other forms of harassment, or those behaviors and actions impacting patient and/or staff care and safety. Any reprimand, suspension, or disciplinary action may be appealed by the Resident through the grievance and due process procedure as outlined in the GME Manual and Program Manual.

ARTICLE VI Term and Residency Year

This Agreement shall commence on Effective Date and will end at 11:59 p.m. on **[MONTH AND DAY], [YEAR]** ("Term"), unless otherwise terminated in accordance with the provisions set forth in this Agreement. The residency year of the Agreement commences at 12 a.m. on **[MONTH AND DAY], [YEAR]**, to 11:59 p.m. on **[MONTH AND DAY], [YEAR]** (hereinafter referred to as "Duration of Appointment" or "Residency Year" or "Academic Year").

ARTICLE VII Termination

This Agreement may be terminated as follows:

- 7.1 **Termination by Mutual Consent.** This Agreement may be terminated at any time by the mutual consent of the parties hereto.
- 7.2 **Termination by Resident.** Resident may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice to Hospital.
- 7.3 **Termination by Hospital Reduction/Closure of Residency Program.** The Hospital shall have the right to terminate this Agreement upon ninety (90) day notice, if Hospital makes a decision to terminate the Residency Program or reduces the number of residency positions. The Residency Program Director, Residency Program Coordinator and GME office will assist the Resident, to the extent reasonably possible, in locating another position.
- 7.4 **Termination for Cause with Prior Notice by Hospital.** Hospital has the right to terminate this Agreement for cause by giving at least **THIRTY (30) DAYS'** prior written notice to Resident of Hospital's intent to terminate the Agreement for cause ("**Cure Notice Period**"). The notice will specify in reasonable detail the facts underlying the claim that Resident is in breach of the Agreement. During the Cure Notice Period, Resident will have the opportunity to cure the breach to the reasonable satisfaction of Hospital. If Hospital determines that Resident cannot cure the breach within the Cure Notice Period, Hospital retains the right, in its sole discretion, to do either of the following: (a) extend the Cure Notice Period by providing Resident with written notice of extension of the Cure Notice Period, which said extension is conditioned upon Resident's continued and diligent attempts to cure the breach within the Cure Notice Period; and/or (b) suspend Resident's compensation and/or suspend Resident from performing services and other clinical and administrative duties. Hospital is not obligated to allow Resident to cure any breach that has been the subject of an earlier notice of termination. Hospital has the right to terminate this Agreement for cause for one or more of the reasons set forth below in this Section; however, the Parties agree and acknowledge that the list of reasons in this Section is not an exhaustive list of reasons that would permit Hospital to terminate the Agreement for cause:
- 7.4.1 Resident's actions or conduct identified in this Section continues after written notice to Resident: (a) insubordination or refusal to carry out lawfully assigned duties; or (b) refusal or inability to work with others in a cooperative and collegial manner.
- 7.4.2 Resident engages in and continues to engage in a pattern of documented, disruptive, or uncooperative behavior or conduct in connection with the performance of Resident's duties and responsibilities pursuant to this Agreement after having received at least one (1) letter of reprimand or other form of sanction from Hospital, or the Medical Staff of Hospital.
- 7.4.3 Resident engages in unapproved moonlighting.
- 7.4.4 Resident is in breach of any provision of this Agreement not otherwise identified in Section 7.4, provided Resident has not cured such breach within the Cure Notice Period.
- 7.4.5 Resident is the subject of an investigation or finding of probable cause by the Florida Board of Medicine resulting in an administrative complaint alleging Resident has violated any applicable law regarding the practice of medicine,

including, without limitation, any laws, rules, or regulations governing the Medicare program or Medicaid program.

7.4.6 Resident is indicted of any of the following: (a) any misdemeanor, other than for minor traffic offenses, such as parking violations and speeding violations or other moving violations; (b) any felony; (c) any crime involving moral turpitude; (d) the commission of any act that constitutes unprofessional conduct under federal law or Florida law, including, but not limited to, the Florida Medical Practice Act; or (e) any intentional conduct or negligent conduct under federal law, Florida, and local law, rule, or regulation.

7.5 **Immediate Termination for Cause by Hospital.** Hospital has the right to immediately terminate this Agreement for cause upon notice to Resident for one or more of the reasons set forth below in this Section:

7.5.1 Resident's failure, regardless of reason, to provide services pursuant to this Agreement by the Effective Date, unless the Parties agree in advance to change the Effective Date.

7.5.2 Resident does not meet or maintain the qualifications, requirements, representations, or conditions of employment specified in Section 1.2 or Section 2.4.

7.5.3 Resident is convicted of or enters a plea of guilty or no contest to any of the following: (a) any misdemeanor, other than for minor traffic offenses, such as parking violations and speeding and other moving violations; (b) any felony; (c) any crime involving moral turpitude; (d) the commission of any act that constitutes unprofessional conduct under federal law or Florida law, including but not limited to the Florida Medical Practice Act; or (e) any tortious conduct under federal law or Florida law.

7.5.4 Resident's breach of fiduciary duties to Hospital; breach of the ethical standards of the American Medical Association; or violation of law, rule, or regulation that may adversely affect Hospital or patients, including, but not limited to, violation of applicable federal or state laws, rules, or regulation on patient privacy.

7.5.5 Resident engages in an act of fraud or dishonesty which jeopardizes the health, safety, or welfare of any patient of Hospital as determined in the sole discretion of Hospital.

7.5.6 Hospital's good faith determination that Resident's conduct: (i) does not meet the accepted professional or ethical standards of the medical profession; (ii) is damaging to the business of Hospital or is damaging to the reputation of Hospital or their employees or agents; or (iii) is jeopardizing to the health or welfare of Hospital's patients, employees, or agents.

7.5.7 In the reasonable and sole discretion of Hospital, Resident's behavior poses a threat to the health or safety of patients, employees, or agents of Hospital.

- 7.5.8 Resident's use of illegal drugs; abuse of prescription drugs or over-the-counter drugs; unlawful use of prescription drugs or over-the-counter drugs; or abuse of alcohol as determined in the sole discretion of Hospital.
- 7.5.9 Discrimination by Resident based on race, color, religion, national origin, age, sex, marital status, non-job-related disability, sexual orientation, or other factors or status protected by law against any individual, patients, employee, co-worker, vendor, or person visiting or doing business with Hospital or Hospital's parent, subsidiaries, or affiliates.
- 7.5.10 Any act by Resident involving violence, harassment, battery, assault, or disruptive conduct involving or perpetrated against the following: individuals, patients, employees, co-workers, vendors, or any other person visiting or doing business with Hospital or their parent, subsidiaries, or affiliates.
- 7.5.11 Any act by Resident involving disruptive conduct which interferes with the operations of Hospital or the ability of any other individual or entity to perform their respective duties or obligations to Hospital or their parent, subsidiaries, or affiliates.
- 7.5.12 Upon Resident's death or permanent disability consistent with federal law, state law, and the Americans with Disabilities Act ("ADA") and similar or subsequent legislation.
- 7.5.13 Hospital determines in its sole and reasonable discretion, after providing advanced notice to Resident and an opportunity for Resident to respond, that Resident engaged in fraud, misappropriation, embezzlement, sexual harassment, illegal discrimination, or any intentional act or tort.
- 7.5.14 Resident is the subject of a final adjudication by the Florida Board of Medicine finding that Resident has violated any applicable law regarding the practice of medicine, including, without limitation, any laws, rules, or regulations governing the Medicare program or Medicaid program.
- 7.5.15 Resident fails to comply with Section 8.13 (Cooperation in Investigations and Litigation) by fully cooperating with any investigation or litigation of this Agreement.
- 7.5.16 Hospital determines in its sole and reasonable discretion due to academic or disciplinary reasons of Resident identified in Article V (Disciplinary Action) or for violations identified in Section 2.2.4 (Policies and Procedures).
- 7.5.17 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.

7.6 **Non-Renewal of Appointment or Non-Promotion.** The Residency Program Director, with Designated Institutional Official and Hospital support, will endeavor to provide the Resident with ninety (90) days written notice of intent to not renew Resident's Agreement, Resident's non-promotion to the next Residency Year, or dismissal from the Residency Program. In certain circumstances that do not allow for ninety (90) days written notice, Resident will be informed in writing as soon as reasonably possible.

**ARTICLE VIII
Miscellaneous**

- 8.1 **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.
- 8.2 **Assignment.** Neither party may assign this Agreement nor the duties and responsibilities contained herein without the written consent of the non-assigning party.
- 8.3 **Modification.** No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.
- 8.4 **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 the heirs, personal representatives, successors and assigns of the parties.
- 8.5 **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.
- 8.6 **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.
- 8.7 **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.
- 8.8 **Waiver.** A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.
- 8.9 **Notices and Payments.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed received when: (a) hand delivered; (b) sent via a nationally recognized overnight messenger or courier service; (c) sent by United States mail, postage prepaid; (d) sent by registered or certified mail, return receipt requested, addressed to the parties at the addresses below or such other address identified in writing by a party:

As to Hospital:
AdventHealth Orlando
Graduate Medical Education
2501 North Orange Avenue
Suite 235, Mailbox 38
Orlando, Florida 32804
Attention: Joseph D. Portoghese, MD
Chief Academic Officer and

Designated Institutional Official

As to Resident:

- 8.10 **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.
- 8.11 **Conditions Precedent.** This Agreement is contingent upon Resident successfully completing Hospital's mandatory pre-employment screening, which may include without limitation, criminal background checks and drug screens; proof that Resident meets the qualifications, requirements, and representations described in Section 1.2 and Section 2.4; and Resident's acceptance for coverage under the Trust maintained by AdventHealth Risk Management. If Resident does not meet the qualifications, requirements, and representations described in Section 1.2 or Section 2.4 or is not accepted for coverage by the Trust, regardless of reason, either Party has the right to rescind this Agreement immediately by giving written notice to the other Party, and such rescission will be without penalty or recourse against the other Party.
- 8.12 **Confidentiality of Agreement.** Each Party is obligated to hold the terms and conditions of this Agreement in confidence and refrain from using or disclosing such information or a copy of this Agreement to any third-party except either Party is permitted to disclose this Agreement as follows: (i) to the Parties' respective officers, directors, attorneys, and other advisors to the extent reasonably necessary or appropriate in the performance of the duties and obligations by the respective Parties; (ii) as may be required by law, court order, or valid subpoena; or (iii) as may be required in order for such Party to fulfill or realize, as applicable, the rights and obligations set forth in this Agreement. This Section does not prohibit either Party from filing or quoting from this Agreement, in whole or in part, as text in or an exhibit to any judicial complaint, provided the same is done and filed under seal.
- 8.13 **Cooperation in Investigations and Litigation.** As an express condition of this Agreement, Resident will cooperate fully with Hospital regarding any investigations or litigation that occurs in any way related to Resident's actions or inactions and Resident's knowledge during Resident's employment with Hospital, including but not limited to the Term and Residency Year of this Agreement. Resident's failure to fully cooperate with any investigation or litigation constitutes a breach of this Agreement and subject this Agreement to termination pursuant to Article VII (Termination), including, but not limited to, immediate termination. Should such investigation or litigation occur after the termination date or expiration date of this Agreement, Resident agrees to be reasonably available and to provide current contact information to Hospital for this purpose.
- 8.14 **Counterparts; Execution.** Neither this Agreement nor any amendment or modification will be effective or legally binding until it has been approved by AdventHealth and signed by an authorized representative of each Party. This Agreement, unless signed by a representative of Hospital, is not an offer that Resident may accept. This Agreement may be executed in multiple counterparts each of which are be deemed an original and all of which together constitute one and the same instrument. The counterparts of this Agreement and any schedules and exhibits may be executed and delivered by electronic means by either of the Parties to the other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

- 8.15 **Headings.** The headings contained in this Agreement are for convenience of reference only and do not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- 8.16 **Limitation on Authority.** Without the express written consent of Hospital, Resident does not have any apparent or implied authority to do any of the following acts:
- 8.16.1 Extend the credit of Hospital or Hospital's respective parent(s), affiliates, or subsidiaries;
 - 8.16.2 Bind Hospital or Hospital's respective parent(s), affiliates, or subsidiaries under any contract, agreement, note, mortgage, or other obligation;
 - 8.16.3 Offer discounts to patients or discharge any debt due Hospital; or
 - 8.16.4 Sell, mortgage, transfer, or otherwise dispose of any assets of Hospital.
- 8.17 **Master List.** This Agreement and any other agreements with Resident are included in a central master list of physician agreements maintained by Hospital and the AdventHealth Corporate Compliance Department.
- 8.18 **Severability.** If any provision of this Agreement is found to be void, invalid, illegal, or unenforceable, the remainder of this Agreement will not be affected, prejudiced, or disturbed, and each provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 8.19 **Successors and Assigns.** This Agreement is binding on and will inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- 8.20 **Venue and Waiver of Jury Trial.** The Parties agree to bring any action or proceeding seeking to enforce any provision of this Agreement in the United States District Court for the Middle District of Florida or in the courts of the State of Florida in Orange County. **THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO JURY TRIAL FOR ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT OR RESIDENT'S EMPLOYMENT BY HOSPITAL.**
- 8.21 **Intellectual Property Policy and Plan.** Resident acknowledges and agrees that the Parties will follow the Hospital's Intellectual Property Policy ("**Policy Number 405.001**"), as may be amended or superseded from time to time, and corresponding Intellectual Property Plan, as may be amended or superseded from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day stated below.

[PRINT NAME], Resident

 Date

[PRINT NAME], Residency Program Director

Date

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

Date

SAMPLE

COMPENSATION

1. **Compensation.** Commencing on the Effective Date, Resident will receive an annual salary in the amount of _____ DOLLARS and ZERO CENTS (\$_____.00) ("Salary"). Hospital will remit to Resident an equal, pro-rated portion of the Salary, less applicable federal, state, and payroll deductions as required by law or as Resident otherwise authorizes consistent with law, payable upon the payroll dates Hospital establishes for Resident. Except as otherwise stated in this Exhibit, Hospital will not modify the Salary during the Residency Year as Hospital determines the amount of the Salary based on Resident's postgraduate year of the Residency Program.
2. **Employee Bonus.** If awarded by the Hospital, Resident will receive an annual bonus offered to similarly-situated employees and medical residents and fellows. Hospital will remit the employee bonus to Resident, less applicable federal, state, and payroll deductions as required by law or as Resident otherwise authorizes consistent with law, payable on a payroll date Hospital identifies for Resident.

[OPTIONAL – ONLY FOR FIRST YEAR RESIDENTS – DELETE FOR ALL OTHERS]

3. **Moving Allowance.** Employer shall provide Physician with one-time moving allowance of **ONE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$1,500.00)** ("Relocation Allowance") to relocate Resident and Resident's spouse and dependents to the Hospital's area. The Relocation Allowance is payable by Hospital within approximately thirty (30) days following Resident's submission of receipts to Hospital consistent with the requirements of the applicable Policies and Procedures. Resident will forfeit the Relocation Allowance if receipts for the Relocation Allowance are submitted more than thirty (30) days following the Effective Date of the Agreement.

BENEFITS

- 3.2 **Benefits.** Resident is entitled to the benefits that are customarily offered to similarly-situated medical residents and fellows employed by Hospital as set forth in this Exhibit. Resident's benefits, rights, and allocation of costs for the benefit programs listed below are governed according to the benefit policy or benefit plan and, when applicable, the respective Policies and Procedures governing the benefit programs. **ADVENTHEALTH AND HOSPITAL EACH RESERVES THE RIGHT TO AMEND, MODIFY, OR TERMINATE ANY BENEFIT PROGRAM LISTED BELOW THAT IS PROVIDED TO RESIDENT IF SUCH AMENDMENT, MODIFICATION, OR TERMINATION OCCURS WITH RESPECT TO ALL EMPLOYEES OF HOSPITAL SIMILARLY SITUATED TO RESIDENT WITH RESPECT TO A GIVEN BENEFIT. ADVENTHEALTH AND HOSPITAL EACH RESERVES THE RIGHT TO AMEND, MODIFY, OR TERMINATE ANY BENEFIT PROGRAM REFERENCED BELOW AS REQUIRED BY LAW.**
- 3.2.1 **Paid Days Off.** The paid days off ("PDO") policy as set forth in the Handbook does not apply to Resident or other medical residents or fellows of Hospital. Resident is eligible for **TWENTY (20)** paid leave days (collectively, "PLDs" and individually "PLD") for the Residency Year for all time off when Resident is not performing services, including but not limited to holidays recognized by Hospital, sick days, vacation days, interview days, and days devoted to any moonlighting activities. Resident will not receive payment for any unused PLD. The PLDs for the Residency Year will be prorated if the Residency Year is less than twelve (12) months.
- 3.2.2 **Professional Liability Coverage.** Hospital will make available the professional liability coverage as set forth in Section 3.10 of this Agreement.
- 3.2.3 **Professional Development and Well-Being Activities.** Hospital will provide Resident with up to FIVE (5) work days (i.e. or up to **FORTY (40)** Work Hours) per Residency Year for professional development and/or well-being activities, which are deemed part of the Residency Program. Resident must obtain prior, written approval from the Program Director to participate in professional development and well-being activities, which include, but are not limited to, continuing education, career development, and mental and physical health. Professional development and well-being activities do not include required clinical or educational activities of the Residency Program. Resident must receive prior, written approval for travel and out-of-pocket expenses for professional development and well-being activities, which are reimbursable consistent with applicable Policies and Procedures for Hospital employees. The Work Hours available to Resident under this Section may not be used for any other purpose except for pre-approved professional development and/or well-being activities.
- 3.2.4 **Personal Medical Education Activities and Education Materials Allowance.** Hospital will make available to Resident, and other similarly-situated residents and fellows in the same specialty/subspecialty, an allowance in the amount of \$1,500 for personal medical education activities and materials unrelated to both the employment duties in this Agreement and the requirements of the Residency

Program. Resident is required to use PLDs to participate in personal medical educational activities unrelated to both the employment duties in this Agreement and the requirements of the Residency Program. Expenses for personal medical educational activities include, but are not limited to, airfare, hotel, and tuition for attending local, regional, or national conferences or expenses for personal board review courses. Expenses for personal medical education materials include, but are not limited to, books and electronic devices meant to supplement residency training and education. Resident must receive prior, written approval for expenses for educational activities and/or educational materials.

- 3.2.5 **Required Residency Program Activities.** For Resident participation in required Residency Program activities, Hospital shall make available both Work Hours and reimbursement for pre-approved travel and expenses consistent with applicable Policies and Procedures for Hospital employees. Required residency program activities include but are not limited to required training courses, required attendance or presentation at local, regional, and/or national conferences and meetings.
- 3.2.6 **License, Membership, Certification, and Exam Fees.** During the Term of the Agreement, Hospital will **pay for or will reimburse** Resident for the following fees: (a) Florida medical training license or license to practice medicine in the State of Florida; (b) DEA registration; (c) membership fees for professional organizations related to Resident's Specialty that Resident belongs to as of the Effective Date of this Agreement; (d) applicable fees due for the Florida Neurological Injury Compensation Association for the Birth Related Neurological Injury Compensation Plan ("Plan"); (e) Basic Life Support ("BLS") course, Advanced Cardiac Life Support ("ACLS") course, Advanced Trauma Life Support ("ATLS") course, Pediatric Advanced Life Support ("PALS") course, and other life support courses; and (f) and other certifications deemed required by the Residency Program and/or Hospital, provided Resident must obtain prior approval from Hospital and use Hospital-approved vendors; and (h) United States Medical Licensing Examination ("USMLE") Step 3 Examination (first attempt) or Complex Level 3 Examination (first attempt), for which expense has been incurred as of date resident matches with program, via NRMP or other applicable matching process. In order to receive reimbursement for license, membership, and certification, Resident will submit proof of payment to Hospital with original receipts and documentation within thirty (30) days after the expenses are incurred. The reimbursement amount will be prorated if the Residency Year is less than twelve (12) months. In order to receive reimbursement for exam fees, resident will submit proof of payment within thirty (30) days of the effective date of this agreement.
- 3.2.7 **Health Insurance.** Resident and Resident's eligible dependents may participate in the health care benefit plan sponsored by AdventHealth and Hospital per AdventHealth and Hospital Policies and Procedures. The participation terms and allocation of cost for the health care benefit plan are determined according to the policy for the health care benefit plan, as may be amended from time to time.
- 3.2.8 **Life Insurance.** Hospital will provide Resident with term life insurance coverage in the amount identified in the life insurance policy according to the participation terms of the life insurance policy, as may be amended from time to time. Resident

may purchase additional life insurance coverage according to the participation terms and costs for the supplemental life insurance policy as determined according to the life insurance policy, as may be amended from time to time.

- 3.2.9 **Retirement Plan.** Resident may participate in the retirement plan offered by AdventHealth and Hospital on the terms and conditions of such retirement plan, as may be amended from time to time. The terms and allocation of cost for the retirement plan are determined according to the policy for the retirement plan, which may be amended from time to time.
- 3.2.10 **Section 125 Plans.** Resident may participate in Hospital's various benefit programs that comply with Section 125 of the Internal Revenue Code ("Code") (e.g., medical flexible spending account and dependent care flexible spending account, et cetera).
- 3.2.11 **Mobile Telephone Stipend.** Hospital will provide to Resident a monthly mobile telephone stipend or reimbursement in compliance with AdventHealth and Hospital mobile telephone Policies and Procedures, which may be amended from time to time.
- 3.2.12 **Leave of Absence.** In accordance with Hospital's Administrative Policy and Procedure Manual ("**Manual**") and Handbook, as amended, Resident may apply for or be placed on leave of absence by Hospital. The eligibility requirements and procedures for said leaves are outlined in the Policies and Procedures and Hospital's Manual and Handbook. Resident's required training time in the Residency Program may be impacted by any leave of absence and should be discussed with the Program Director at the time of the request.
- 3.2.13 **Additional Benefits.** Resident may participate in Hospital's various additional benefits programs available to Hospital's employees, such as the employee assistance program ("EAP") supplemental cancer coverage, dental coverage, and vision coverage, in accordance with the Policies and Procedures. The allocation of cost for additional benefit programs are governed according to the relevant policies for the additional benefit programs.
- 3.2.14 **Disability Insurance.** Hospital will provide Resident with long-term disability insurance coverage in the annual amount identified in the long-term disability insurance policy. The participation terms and allocation of cost for the long-term disability insurance policy are determined according to the long-term disability insurance policy, as may be amended from time to time. Resident may purchase additional long-term coverage according to the long-term disability insurance policy, as may be amended from time to time.