

**RESIDENT/FELLOW (R/F) AGREEMENT OF APPOINTMENT/CONTRACT
COVER SHEET**

Date of Agreement: _____

R/F Name: _____

Employer Name: _____

R/F Phone: _____

Employer FEIN: _____

R/F Email: _____

Address of Employer:

Address of Resident/Fellow:

Program-Year: _____
Academic Year for this 1 year contract.

Start Date: _____

End Date: _____
Typically, June 30.

ACGME Sponsoring Institution Name: _____

ACGME Program Name: _____

Program Specialty: _____

Primary Training Hospital: _____ **State(s) of Licensure:** _____

Base Stipend: \$ _____

Reimbursable Expenses: Refer to the attached Program Specific Benefits Summary for details on allowable amounts.

REQUIRED APPROVALS:

(See Section 12 of the Standard Terms and Conditions)

Resident/Fellow: _____

Program Director: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

AUTHORIZED SIGNATORY:

Printed Name & Title: _____

Employer: _____

The Resident/Fellow Agreement of Appointment/Contract Standard Terms and Conditions follows this cover sheet.

RESIDENT/FELLOW AGREEMENT OF APPOINTMENT/CONTRACT STANDARD TERMS AND CONDITIONS

THIS RESIDENT/FELLOW AGREEMENT OF APPOINTMENT/CONTRACT AGREEMENT

(the "Agreement") is entered into by and between _____ (the "Employer") and _____ (the "Resident/Fellow"). The capitalized Terms in the Resident/Fellow Agreement of Appointment standard terms and conditions not otherwise defined shall have the definition of such terms as set forth in subsequent attachments. In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals.

The Employer hereby engages the Resident/Fellow as a program-year _____ trainee in the Accreditation Council for Graduate Medical Education ("ACGME") Accredited

_____ Program (the "Program") under the ultimate authority and oversight of the ACGME-Accredited Sponsoring Institution, **Health Education Services** the "Sponsoring Institution"). Employer supports the Sponsoring Institution and Program in compliance with ACGME institutional, common, specialty-/subspecialty requirements, and under the laws of the state in which Employer is located. Employer accepts responsibility for fostering an appropriate learning environment that supports the clinical and educational missions of the Program. Resident/Fellow agrees to devote full time and attention and hereby accepts and agrees to such Appointment as a Resident/Fellow in the Program pursuant to all of the terms and conditions of this Agreement.

2. Term.

The Term of this Agreement shall commence on or within forty-five days of _____ (the "Start Date") and shall continue in full force and effect thereafter for one year (the "Term of the Agreement" or "Term"). The Resident/Fellow acknowledges that this Agreement is subject to the bylaws, policies and procedures of the Employer's Medical/Professional Staff and is contingent upon:

- (a) Successful completion of the Employer's onboarding process and appointment by the Start Date of this Agreement;
- (b) Fulfillment of any applicable medical licensure requirements for the state in which the Resident/Fellow will train (for example, a Physician-in-training License, Limited License, Postgraduate Training Permit, Resident Permit, Temporary License, Postgraduate Training License, Graduate Medical Trainee License, License Exemption, Educational Permit, of whatever specific requirement the state in which the Resident/Fellow will train may require); and
- (c) Compliance with the Resident/Fellow Recruitment, Selection, and Appointment Policy (Provided in the Institutional Resident/Fellow Handbook).

3. Duties and Covenants of Resident/Fellow.

Resident/Fellow shall be responsible for the following requirements as set forth in the Sponsoring Institution and Program Policies, Protocols, and the requirements established by each and every clinical rotation and/or specialty to which the Resident/Fellow will be assigned within the scope of the Program. The Resident/Fellow's duties shall include, but not be limited to, the following:

(a) Providing patient care, under appropriate supervision, as assigned by the training Program Director or his/her designee, consistent with the educational goals of the program and the highest standards of patient care ("patient care" includes responsibility for associated documentation in the medical record, which should be completed in a timely fashion, and attendance at and participation in patient care rounds as assigned);

(b) Making appropriate use of the available supervisory and support systems, seeking advice and input from the attending staff physician/s when and as appropriate, and in accordance with the Resident/Fellow Supervision and Accountability Policy (provided in the Institutional and Program Resident/Fellow Handbook(s));

(c) Abiding by the Institutional and Program Resident/Fellow Clinical Education and Work Hour Policies (provided in the Institutional and Program Resident/Fellow Handbook(s)) which include accurately reporting hours worked;

(d) Abiding by the Institutional and Program Resident/Fellow Moonlighting Policies (provided in the Institutional and Program Resident/Fellow Handbook(s)) which prohibits moonlighting activities for residents in their first year of post-graduate training and mandates that to engage in moonlighting activities all Residents/Fellows must formally request and obtain Moonlighting approval from the Program;

(e) Participating fully in the Program's educational activities as required by the ACGME, the Program's Review Committee (the "RC"), the Sponsoring Institution, and the Program, including attendance at didactic conferences and other responsibilities such as the completion of scholarly activities, successful completion and passing of examinations, maintenance of procedure logs, or other such required activities;

(f) Complying with Employer's policies and procedures, including but not limited to adherence to the guidelines established in the employee handbook, participation in quality assurance, process improvement, and patient safety programs including the appropriate use of the Event Reporting System and the promotion of a Culture of Safety, and timely and accurate medical record documentation. The Resident/Fellow also will comply with the Employer's Medical Staff Bylaws, Rules and Regulations;

(g) Developing a personal program of learning to foster continued professional growth, with guidance from the teaching staff;

(h) Participating in, as called upon, teaching more junior trainees and medical students, within the scope of the training program and in accordance with the guidance of the Program Director and other members of the Program's Teaching Faculty;

(i) Participating in improving the quality of graduate medical education by submitting confidential written evaluations of the faculty, the Program, and the overall educational experience as requested; and by completing ACGME, Sponsoring Institution, and Program surveys (which will be kept confidential and/or anonymized as indicated on each survey), as requested;

(j) Participating in Sponsoring Institution and Program activities, councils, committees, forums and other medical staff activities, as appropriate; and

(k) Promoting a Culture of Safety by exhibiting professional and ethical behavior at all times, by adhering to appropriate standards of medical error, adverse event, near miss, or disruptive behavior reporting through the use of the Event Reporting System, by performing duties in a responsible fashion or by asking for help whenever it is needed, and by the compassionate and empathetic treatment of others.

4. Responsibilities of the Employer.

The Employer will:

(a) Maintain a clinical workplace that supports the Program as it meets and strives to exceed the standards of the ACGME as well as the other responsibilities as described in the Institutional and Program Resident/Fellow Handbook(s);

(b) Provide reasonable accommodations to Residents/Fellows with disabilities, as set forth in Employer's Human Resources Policy A.2, "Employee Recruiting and Retention," Section 7.0 and in compliance with the Americans with Disabilities Act ("ADA"), ACGME requirements, and all other applicable state and local laws;

(c) Provide a suitable academic environment for clinical and educational experiences in the Resident's/Fellow's specialty or subspecialty area;

(d) Provide Resident/Fellow with Physician Well-Being Resources as required by the ACGME and the Sponsoring Institution;

(e) Assist Program in providing Resident/Fellow timely notice of the effect of leave(s) of absences on the ability of the Resident/Fellow to satisfy requirements for Program completion in concordance with guidance of the Program Director and Program Leadership;

(f) Assist Program in providing Resident/Fellow with grievance mechanisms that grant reasonable due process rights in accordance with Program requirements; and

(g) Provide Resident/Fellow information relating to the eligibility of certification examination(s) by the relevant certifying board(s).

5. Compensation and Benefits.

During the Term of this Agreement, Employer shall pay to the Resident/Fellow a Base Stipend, as described in the attached cover sheet, which shall be payable in accordance with Employer's normal payroll policies, subject to withholding of taxes, FICA, Medicare contribution, etc. In addition, Resident/Fellow shall receive employee benefits in accordance with the applicable Hospital policies and benefit programs, which are subject to amendment with or without notice, at Employer's sole discretion. The attached Resident/Fellow benefits summary provides details pertaining to other stipends and benefits including but not limited to:

- SAMPLE**
- (a) Health Insurance for Residents/Fellows and their eligible dependents
 - (b) Disability insurance for Residents/Fellows
 - (c) Life Insurance/Accidental Death and Dismemberment
 - (d) Worker's Compensation Insurance

The Program will provide specific information regarding Paid Vacation, Sick Leave, and other Leave(s) of Absence for Residents/Fellows, including medical, parental, and caregiver leave(s) of absence, compliant with the standards of ACGME and applicable laws. The Sponsoring Institution's Vacation and Leave(s) of Absence for Residents/Fellows Policy is provided in the Institutional Resident/Fellow Handbook.

6. Liability Insurance.

Employer shall procure and maintain professional malpractice liability insurance in the minimum amount of \$1,000,000 per occurrence/\$3,000,000 in the aggregate or an amount necessary to meet specific state requirements, covering Resident/Fellow for professional medical services provided pursuant to this Agreement. Employer shall be a named insured on such policy.

Resident/Fellow acknowledges Employer-procured professional malpractice liability insurance does not cover Resident/Fellow Moonlighting activity. If a Resident/Fellow is approved by the Program Director to engage in Moonlighting, the Resident/Fellow shall maintain, at

Resident/Fellow's sole responsibility, professional malpractice liability insurance for such activities.

7. Termination.

This Agreement may be terminated immediately by Employer upon the occurrence of any of the following events:

- (a) The loss, suspension (whether temporary or permanent) or probation of Resident/Fellow's applicable training license or medical license;
- (b) The Resident/Fellow's dismissal from the Program;
- (c) The Resident/Fellow's death or permanent disability (as defined in accordance with Employer's disability policy);
- (d) The cessation of operations of the Hospital;
- (e) The bankruptcy, insolvency, or receivership of Employer;
- (f) The Resident/Fellow's breach of any representation or warranty set forth in Section 3;
- (g) the Employer's determination that Resident/Fellow's continued employment would pose an unreasonable risk of harm to patients, other employees, or others or would adversely affect the confidence of the public in the services provided by Employer or Hospital;
- (h) Upon Resident/Fellow's failure to pass any drug test;
- (i) Conduct by the Resident/Fellow that is reasonably considered by the Employer to be insubordination, dereliction of duty, unethical, unprofessional, fraudulent, unlawful, or adverse to the interest, reputation or business of the Employer or Hospital;
- (j) Resident/Fellow's conviction of a felony; or
- (k) Notice that Resident/Fellow has been suspended, excluded, or debarred from any federal government payer program.

Upon termination or expiration of this Agreement, Resident/Fellow shall immediately return to Employer all property belonging to Employer, including but not limited to: identification badges, keys, access cards, pagers, communication devices, laptops/computers, uniforms/scrubs, parking passes, and all written or electronic records (including Patient Information/PHI), manuals, and reports. Resident/Fellow acknowledges that Employer may withhold the final stipend payment until all such property is returned.

8. Conditions for Reappointment and Promotion to a Subsequent PGY-Level.

The Term of Agreement expires at the end of the period defined above, unless sooner terminated. The Appointment may be renewed in compliance with the Resident/Fellow's

Promotion, Non-Renewal, and Dismissal Policy (provided in the Institutional Resident/Fellow Handbook). In instances where the Appointment will not be renewed (other than by mutual agreement or program completion) or the Program Director determined Resident/Fellow should not be promoted to the next level of training, the Resident/Fellow:

(a) Will be given written notice no later than 90-days prior to the Agreement End Date listed on the attached Cover Sheet, unless the primary reason(s) for and/or the decision to not renew or promote occurs within the last 90-days of the Term, in which case the Resident/Fellow will be provided with as much advance written notice of the intent to not renew or promote as the circumstances will reasonably allow; and

(b) May request reconsideration in accordance with the Due Process and Grievance policy (provided in the Institutional Resident/Fellow Handbook).

9. Confidential Information.

During the Term of this Agreement, Resident/Fellow may have access to confidential information, consisting of business accounts, confidential financial information, clinical protocols developed by Employer or Hospital, and other records of Employer or Hospital (some of which may be developed in part by Resident/Fellow under this Agreement), which items are owned exclusively by Employer or Hospital as the case may be, and used in the operation of their businesses (the "Confidential Information"). During the term of this Agreement, Resident/Fellow agrees:

(a) To not use or further disclose patient information other than as permitted or required by this Agreement and by applicable federal and state laws;

(b) To use appropriate safeguards to prevent the use or disclosure of information other than as provided for in this Agreement; and

(c) That upon termination of this Agreement, Resident/Fellow will return all patient information received from Employer in any form and retain no copies of such information.

10. Notices.

Any notice or other communication required or permitted by this Agreement shall be in writing and shall be effective upon hand delivery, deposit with a reputable overnight courier such as Federal Express for overnight delivery, or deposit with certified mail, postage prepaid, return receipt requested, and addressed as to Employer at Employer's address with a copy to Employer's Legal Counsel at Attn: Legal Department, 4000 Meridian Blvd., Franklin, TN 37067, or to Resident/Fellow at Resident/Fellow's last known address while employed by Employer.

11. Miscellaneous.

This Agreement shall be governed by and interpreted under the laws of the state in which Employer is located. Venue for any action concerning this Agreement between the parties hereto shall be in the county in which the Employer is located. In the event that such action is brought in or removed to a federal court and no federal court of competent jurisdiction is located within such county, venue for such action shall lie in the nearest county in which a federal court of competent jurisdiction is located. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no amendment, alteration or modification of this Agreement shall be valid unless in each instance such amendment, alteration or modification is expressed in a written instrument duly executed in the name of the party or parties making such amendment, alteration or modification. The headings set forth herein are for the purpose of convenient reference only, and shall have no bearing whatsoever on the interpretation of this Agreement. Any waiver of any provision hereof shall not be effective unless expressly made in writing executed by the party to be charged. The failure of any party to insist on performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.

Resident/Fellow agrees that, both during and after the Term of this Agreement, they shall fully cooperate with Employer in the investigation, defense, and prosecution of any claims, lawsuits, or administrative proceedings involving Employer or its affiliates that relate to the Resident/Fellow's activities or duties under this Agreement. Such cooperation includes, but is not limited to, meeting with counsel, reviewing documents, providing truthful testimony, and attending depositions, trials, or hearings. If Resident/Fellow is no longer employed by Employer, Employer will reimburse Resident/Fellow for reasonable out-of-pocket expenses incurred in providing such cooperation (e.g., travel and lodging), but Resident/Fellow shall not be entitled to additional compensation for their time.

The parties to this Agreement certify they shall not violate the Anti-Kickback Statute and/or the Stark Law with respect to the performance of the Agreement. Each party to this Agreement is subject to and required to abide by its Code of Conduct and other compliance policies including Stark and Anti-Kickback Statute policies. A copy of relevant policies may be made available to the other party upon request.

12. Required Approvals.

Neither this Agreement, nor any amendment hereto shall be of force or effect unless having been first electronically reviewed and approved by CHSPSC, LLC, Hospital's Management Company, and by Hospital's In-House Legal Counsel.

ATTACHED HEREIN ARE THE FOLLOWING PREVIOUSLY REFERENCED DOCUMENTS:

- ☐ Federal Fair Credit Reporting Act Disclosure and Authorization
- ☐ Consumer Reports & Drug Test Disclosure and Authorization
- ☐ Resident/Fellow Benefits Summary

SAMPLE

FEDERAL FAIR CREDIT REPORTING ACT DISCLOSURE AND AUTHORIZATION

I understand and I authorize the Employer (which includes any persons and entities associated with it) to conduct a background investigation related to my application and/or employment which will include the obtaining of Investigative Consumer Reports and Consumer Reports.

Such investigation may also include obtaining information about me, such as my employment(s), personal history, character, general reputation, employment references, criminal, licensure/certification, credit and driving histories.

In connection with this investigation I authorize, without reservation, the Employer to obtain information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release it, without reservation.

This Authorization, in original, electronic or copy form, shall be valid for this and any future investigation(s) related to this application and/or employment.

I am aware that if I am denied employment based on a report by a consumer-reporting agency, I will be furnished the name and address of such agency upon my written request.

Signature **SAMPLE** Date _____

Resident/Fellow First, Middle, Last Name (**As Issued on Social Security Card**)

Social Security Number

Date of Birth

Driver's License # & State Issued

Street Address

City, State, Zip

Telephone Number

CONSUMER REPORTS & DRUG TEST DISCLOSURE AND AUTHORIZATION

I authorize the Employer (which includes associated persons and entities) to procure consumer reports and/or investigative consumer reports about me. I understand such reports may include information such as my character, employment references, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure and/or certification.

I authorize all persons and entities, including any government entities, to supply the Employer with any information that is requested and I release all persons and entities from all liability whatsoever related to the information or its furnishing. I also agree to execute any additional consent that any persons and entities may require in order to release the information.

THIS IS A DRUG FREE WORKPLACE. I MUST PASS A PRE-EMPLOYMENT DRUG TEST. I STILL CHOOSE TO APPLY FOR EMPLOYMENT.

Resident/Fellow Signature

Date

SAMPLE