

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

**Date of Agreement:** March 22, 2023

**R/F Name:** \_\_\_\_\_

**Employer Name:** \_\_\_\_\_

**R/F Phone:** \_\_\_\_\_

**Employer FEIN:** \_\_\_\_\_

**R/F Email:** \_\_\_\_\_

**GL Hospital Number:** \_\_\_\_\_

**Address of Employer:**

**Address of Resident/Fellow:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Program-Year:** \_\_\_\_\_  
Academic Year for this 1 year contract.

**Start Date:** \_\_\_\_\_  
PGY1: Orientation day 1

**End Date:** \_\_\_\_\_  
Typically June 30.

**ACGME Sponsoring Institution Name:** \_\_\_\_\_

**ACGME Program Name:** \_\_\_\_\_

**Program Specialty:** \_\_\_\_\_

**Primary Training Hospital:** \_\_\_\_\_ **State(s) of Licensure:** \_\_\_\_\_

**Base Stipend:** \$ \_\_\_\_\_

**Educational Stipend:** \$ \_\_\_\_\_

**Reimbursable Expenses:** \_\_\_\_\_

**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, \_\_\_\_\_ (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 the responsibility of 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 the 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 includes 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 by asking for help whenever it is needed, and by the compassionate and empathic 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) Provide 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) Provide Resident/Fellow with grievance mechanisms that grant reasonable due process rights; 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:

- (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 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 gross insubordination, gross 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.

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.

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

## 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

\_\_\_\_\_  
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

**2023 Benefits Summary**

*This summary provides a brief description of eligibility and the main points of certain employee benefits that are typically provided to residents. Please note that the Residency Handbook, as well as other documents also helps describe the benefits that are made available.*

*Group Health Insurance and Disability Insurance begin on the first day you are required to report.*

**Group Health**

You are eligible to participate in programs which provide medical, dental and vision care effective the first day you are required to report and continues during any approved sick, parental/caregiver, bereavement, jury duty, and one-time medical leave of absence as long as benefit premiums are satisfied. Each benefit option may be elected independently and dependent coverage is available. While your employer pays for most of the cost of this coverage, you are required to contribute a portion of the cost of coverage elected on a bi-weekly pre-tax basis.

**Voluntary Short-Term Disability**

You may elect voluntary short-term disability coverage. This coverage can provide benefit payments of up to 60% of your salary to a maximum of \$2,000 per week. For certified disabilities, benefits typically begin on the 15th day of illness or injury and may be paid for up to 11 weeks.

**Long Term Disability Coverage**

You may elect long term disability coverage. This coverage can provide you with up to 60% of your monthly income (up to \$5,000 per month) after 90 days of continuous disability.

**Life/Accidental Death & Dismemberment**

Employees regularly scheduled to work at least 32 hours per week may elect to purchase supplemental coverage in amounts from 1x to 6x your annual pay. Your combined company paid life and supplemental life cannot exceed \$2,000,000. Your AD&D coverage matches the amounts of your company paid life and supplemental life coverages.

You may elect to purchase coverage for your spouse in increments of \$25,000 to a maximum of \$100,000. You can elect \$10,000 of coverage for each dependent child. A child may not be covered by more than one employee.

**Worker's Compensation Insurance**

Worker's Compensation provides for payment of medical expenses and for partial income replacement in the event of a work-related accident or illness. The amount of benefits payable and the duration of payment depend on the nature of the injury or illness and upon applicable law. In general, however, all appropriate medical expenses incurred in connection with an injury or illness are paid and partial income replacement is provided after the applicable elimination period.

**Medical and Child Care Flexible Spending Accounts (FSAs)**

You may defer up to \$2,700 in pre-tax dollars to a flexible spending account ("FSA") which may be used for unreimbursed IRS approved health care expenses incurred during a calendar year. Employees may also elect to defer up to \$5,000 in pre-tax dollars into a FSA which may be used for dependent child care and, in certain circumstances, adult day care. These maximum limits are subject to change.

**401(k) Plan**

All employees are eligible to participate in the 401(k) Plan as soon as administratively possible following employment. After 45 days, if no election is made, employees are automatically enrolled at 8%. Under the plan, you may elect to defer between 1% and 50% of your gross compensation through payroll deductions (to a maximum amount per year fixed by the IRS) and contribute that amount to the plan as a savings contribution. Deferrals may be made in either a traditional pre-tax 401(k) or Roth after tax 401(k) account (or a combination of the two). The Plan accepts rollovers from other qualified plans. The company matches 50% of your contribution up to 6%. The company match is capped at a maximum of \$2,500. Please contact your local HR department for more details.

**Educational & Licenses/Dues/Subscriptions Allowance**

The employer will provide up to \$1000 per PGY1 year, \$1000 per PGY2 year and \$1000 per PGY3 year of an educational allowance and \$1000 per year of licensure/dues/subscriptions fees. In addition, PGY3 residents will receive \$1300 for ABFM certification.

Employer shall not be responsible for reimbursement of any expenses related to Education, Medical Licensure, Dues & Subscriptions unless Resident documents, maintains records, and submits evidence of the cost of such expenses and the purpose for such expenses to Employer, in accordance with Employer's expense report and reimbursement policies. No part of any dues which constitute charitable contributions or contributions to political action committees or support for political activity shall be reimbursed pursuant to the Agreement.

### **Paid Vacation**

Paid vacation is an employee fringe benefit that allows you to be absent from work with pay. You will receive four weeks of paid vacation each academic year. No cash payment will be made in lieu of taking vacation.

### **Paid Sick Leave**

You will receive discretionary paid sick leave up to two weeks which may be used in the event of your inability to work due to illness, injury, or family emergency involving immediate family members; spouse, unmarried dependent children to age 19 or 25 if full-time student, physically or mentally disabled child regardless of age if unmarried and primarily dependent upon you for support, and step-children residing with you; or to secure necessary treatment for medical conditions. Consideration will be given to other emergency situations on a case-by-case basis.

### **Bereavement**

You may be granted time off with pay for bereavement leave in the event of a death in the family. You may be granted up to two weeks (14 days) off from work with pay in the event of the death of an immediate family member (parent, sibling, spouse, or dependent child). Bereavement leave for other losses or extension of bereavement leave may be granted at the discretion of the Program Director.

### **Jury Duty or Witness**

You will receive your base wage or salary for the time served up to two weeks (14 days) or longer, if required by state law, if these days fall during your regular schedule. This includes time spent reporting for an interview or examination for jury duty, even if not chosen to serve. If you are dismissed prior to the end of a previously scheduled shift, you are not expected to report to work for the balance of your shift. Following the completion of service, you must provide a statement from the court clerk certifying the times and dates of actual jury service.