

This Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, between ORLANDO HEALTH, INC., a not-for-profit Florida corporation, (hereinafter referred to as the "Hospital") and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as the "Doctor").

### WITNESSETH:

In consideration of the mutual covenants hereinafter contained, it is understood and agreed between the parties hereto as follows:

1. The Doctor agrees to serve a Residency in \_\_\_\_\_ as a PGY/PL \_\_\_\_\_ beginning on \_\_\_\_\_ and terminating on \_\_\_\_\_.
2. The activities of Doctor in connection with the residency program shall consist of both patient care services and purely educational activities as listed in the Medical Education policy and procedure manual under Resident Responsibilities policy #4799-4002 for the purpose of completing Doctor's medical training. In consideration of the services to be rendered to the Hospital by the Doctor as a Resident, the Hospital will pay the Doctor the sum of \$ \_\_\_\_\_ per \_\_\_\_\_ subject to withholding tax and FICA. In addition, if Doctor serves in the capacity as chief resident, he/she will receive an additional \$ \_\_\_\_\_ per month for added duties.
3. Doctor shall be entitled to all benefits provided for in the Hospital's Residency Manual as it may be amended from time to time. Benefits shall begin to accrue on the first recognized day of their respective programs unless statute or regulation requires a later date to begin coverage. They are listed in the Residency Manual and the Hospital's Employee Handbook. Questions regarding benefit coverage may be directed to the office of Graduate Medical Education Administration. Policies concerning time off for the Doctor will be in accordance with the terms of the Residency Manual, as well as the policies established by the Department.
4. The Hospital will direct and control the education program designed to fulfill all the requirements of an approved Residency. It is understood that the assigned rotations of the Doctor will be made with due consideration for the fact that scheduling problems and the convenience of the Hospital may occasionally require variations in scheduled assignments consistent, however, with the educational program of the Doctor.
5. Program Directors may grant permission for pre-approved moonlighting activities. The Doctor must be in good standing in the residency program and permission to moonlight must be granted in writing and maintained in the resident's personnel file. Refer to policy # 4799-4008.
6. The Doctor acknowledges he/she will be required to undergo a medical examination that includes alcohol and drug screening which is conducted by a Hospital-designated physician. Doctor further acknowledges that this Agreement is contingent upon Doctor's satisfactory completion of this physical examination and Hospital shall be without liability for any claims connected with this exam. Doctor further acknowledges that he/she may also be requested to submit to a drug and alcohol test if either his/her job performance is perceived to be impaired or if he/she is involved in an on-the-job accident. Positive test results could affect Doctor's eligibility for workers' compensation benefits and could lead to disciplinary actions up to and including immediate termination of this Agreement.

Doctor Name: \_\_\_\_\_

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7. The Doctor acknowledges that this Agreement is contingent upon evidence of successful completion of pre-requisite training, including, but not limited to, medical school diploma, former residency program completion certification, current certification by the Education Commission for Foreign Medical Graduates.
8. The Doctor agrees to comply with all rules and regulations of the Hospital, including rules governing conduct of Hospital employees generally, as set forth in Hospital's Employee manual from time to time, and those specifically relating to Doctor, as set forth in Exhibit A, attached hereto and incorporated herein by reference. Doctor also agrees to comply with Hospital's house staff rules and regulations in effect from time to time, as well as all rules and regulations of the Department of \_\_\_\_\_.
9. The Doctor acknowledges that he/she has read the Residency Manual published for the year \_\_\_\_\_.
10. The Hospital has identified its position regarding accepted professional and moral ethics regarding employee harassment for:
  - (a) unwelcome sexual advances,
  - (b) continuation of employment based on submission to or rejections of sexual advances, and
  - (c) creating intimidating, hostile or offensive working environment. Human Resources Policy #5916-1509 as identified in the Human Resources Manual and the Residency Manual details policies and procedures whereby complaints of sexual harassment and exploitation may be addressed. The medical education Harassment policy #4799-4028 shall also apply.
11. Re-appointment and promotion decisions for each successive year or residency experience shall be completed prior to April 15. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the Agreement, Hospital must provide Doctor with as much written notice of its intent not to renew as the circumstances will reasonably allow, prior to the end of the Agreement as indicated in policy # 4799-4000. Doctor has the ability to implement a grievance procedure, as outlined in the Grievance policy # 4799-4026, if not re-appointed or not promoted.
12. Doctor agrees to comply with the duty hours policy #4799-4011 and all of its stipulations for the monitoring and reporting of said duty hours.
13. The Hospital may terminate this Agreement for cause upon determination that, in the opinion of the Program Director and CAMO, the Doctor conducts himself or herself in an unsatisfactory manner. Such termination shall be effective immediately upon written notice, provided, however, that the Doctor may appeal such termination of agreement [or may appeal disciplinary action less than termination] in accordance with the procedure listed in the Due Process policy #4799-4025 in the policy and procedure manual.

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14. Hospital agrees to indemnify and save Doctor harmless from any and all claims on account of bodily injury to any person arising from Doctor's performance of his duties under the terms of this Agreement. This indemnity will extend to all expenses of defense against such claim, including the fees of attorneys of Hospital's choice as well to the payment of any damages awarded to the claimant.
- A. This indemnity is subject to the following qualifications:
- (1) The claim must have arisen from an act or omission of the Doctor committed subsequent to the effective date of this Agreement and prior to its termination.
  - (2) The indemnity will not extend to the payment of punitive damages nor to the defense of any action alleging a criminal act nor to the payment of damages arising from any criminal act. The indemnity will not be provided against any liability assumed by any Doctor under any contract or agreement.
  - (3) Hospital's limits of liability shall be in accordance with Hospital's program of self-insurance, as may be modified from time to time. Details regarding Hospital's professional liability program are available through the Hospital's Department of Risk Management.
  - (4) The indemnity will extend for legal defense and protection against awards from claims reported or filed after the Doctor completes his/her graduate medical education training, if the alleged acts or omission of the residents are within the scope of this Agreement.
- B. The Doctor shall perform the following:
- (1) The Doctor must give prompt notice to the Hospital Risk Manager upon learning of any facts or circumstances which the Doctor believes may give rise to a material claim for indemnity under this Agreement.
  - (2) The Doctor must promptly forward to the Hospital Risk Manager copies of all writing giving notice of claim, suit, or other circumstances which may give rise to a claim under this Agreement.
  - (3) The Doctor must cooperate fully with the Hospital and its counsel in defending any claims. Such cooperation, including the attendance at hearings, depositions, trials, conferences and the rendering of written reports, will be made at no expense to the Hospital.
  - (4) The Doctor must refrain from making any statements or performing acts with respect to any claim, or with respect to any circumstances which may give rise to a claim, without first obtaining consent of the Hospital and its counsel.
15. If the Doctor claims ownership of any patents, rights in patent pending, patent claims or other intellectual property which is the product of Doctor's research, such are disclosed in an addendum to this Agreement. Any such intellectual rights which arise during the term of this Agreement from research performed by Doctor in the course of his employment, shall be the property of Hospital. Doctor agrees to cooperate with Hospital in obtaining Letters Patent from the United States or any foreign country with respect to any such intellectual property which is subject to the terms of this Agreement.

Doctor agrees to inform the Residency Program Director of the Department of \_\_\_\_\_ with respect to any such intellectual property. Any Agreement of the Hospital to support research and development with respect to such intellectual property shall be the subject of an amendment to this Agreement, in the absence of which Hospital shall have no obligation to the Doctor with respect to such intellectual property. Doctor agrees to execute any and all assignments, and other documents as may be necessary to effect the purposes of this Agreement.

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- 16. Doctor will comply with those provisions of the law which affect reimbursement to Hospital and will cooperate fully with Hospital in Medicare/Medicaid audits and other reimbursement matters. Doctor will not do anything which will adversely affect such reimbursement or the Medicare/Medicaid provider status of Hospital. Doctor agrees to participate in Hospital's compliance training program and to record patient information in medical records and other source documents in a timely, complete, and legible manner in accordance with Hospital policies and the documentation guidelines for evaluation and management services ("E/M") developed jointly by the American Medical Association and the Healthcare Financing Administration. Doctor further agrees to provide appropriate documentation to support the CPT and ICD-9-CM codes and level of E/M services reported on the health insurance claim form or billing statement issued in connection with the services to be rendered hereunder. Failure of Doctor to meet the requirements or standards set forth in Hospital's compliance training program may result in immediate termination of this Agreement in Hospital's sole discretion.
- 17. This Agreement is non-assignable, but shall be binding upon and all successor or successors to the Hospital. It shall be governed by the laws of the State of Florida.
- 18. This Agreement (including any exhibits), the Residency Manual, and the GME policy and procedure manual constitute the entire Agreement of Hospital and Doctor. All Hospital policies and procedures, including, without limitation, those specifically cited here, shall be deemed to be part of this Agreement and are incorporated herein by reference. This Agreement may be amended only by instrument in writing signed by Doctor and Hospital, or by a generally promulgated amendment of the Residency Manual.
- 19. It is the intention of the parties that this Agreement complies with all applicable provisions of the ACGME Institutional Requirements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Doctor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director  
Department of \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Academic Medical Officer  
Graduate Medical Education/Orlando Health, Inc.

\_\_\_\_\_  
Date

Doctor Name: \_\_\_\_\_

Academic Year: \_\_\_\_\_ to \_\_\_\_\_

## **EXHIBIT A CONDUCT AND BEHAVIOR**

In addressing disruptive conduct, the protection of patients, employees, physicians, and others at Hospital, and the orderly operation of Hospital, are paramount concerns. Hospital's objective is to promote a safe, cooperative, and professional health care environment for the provision of quality patient care by preventing or eliminating, to the extent possible, conduct by Residents or Medical Staff Members that:

- Disrupts or impedes the operations of the Hospital;
- Adversely affects the ability of others to do their jobs;
- Creates an unprofessional or hostile work environment for Hospital employees or other Medical Staff members;
- Interferes with an individual's ability to practice competently; and/or
- Adversely affects or impacts the community's confidence in the Hospital's ability to provide quality patient care.

Disruptive conduct includes (but is not limited to) behavior directed toward Residents, Medical Staff members, Hospital personnel, patients, visitors, or others such as:

- Verbal attacks that are personal, irrelevant to Hospital operations, or exceed the bounds of professional conduct;
- Shouting, yelling, or the repeated use of profanity;
- Verbally demeaning, rude, or insulting conduct, including exhibiting signs of disdain or disgust;
- Inappropriate physical conduct, such as pushing, shoving, grabbing, hitting, making threatening or obscene gestures, or throwing objects;
- Inappropriate comments or illustrations made in patient medical records or other official documents, impugning the quality of care in the Hospital, or attacking particular medical staff members, Hospital personnel, or Hospital policies;
- Belittling remarks about the patient care provided by the Hospital or any healthcare provider in the presence or vicinity of patients or their family;
- Non-constructive criticism that is addressed to the recipient in such a way as to intimidate, undermine confidence, belittle, or imply stupidity or incompetence;
- Refusal to accept – or disparaging or disgruntled acceptance of – Medical Staff assignments (including emergency department call);
- Inappropriately noisy or loud behavior in patient areas;
- Conduct that constitutes harassment, discrimination, or retaliation in violation of Orlando Health Inc., Policy # 5916-1509, as that policy now exists or as such Policy may be modified in the future; or
- Other disruptive, abusive, or unprofessional behavior.

None of the foregoing conduct and behavioral requirements are intended to prevent or inhibit Doctors from appropriately expressing good faith concerns or complaints Doctors may have about patient care issues, Hospital policies, other topics relating to patient care and Hospital operations, or an alleged violation of law, rule, or regulation. It shall not be deemed a violation of the foregoing for Doctors to express any such good faith concerns in an appropriate manner in compliance with Hospital protocols, and Hospital encourages Doctors to do so.