

Wellington Regional Medical Center
GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT

THIS AGREEMENT made and executed at Wellington, Florida as of 2023, by and between Wellington Regional Medical Center ("Sponsor Employer"), AND, , , Resident Physician (hereinafter "Resident"). Sponsor Employer, Wellington Regional Medical Center, operates as an ACGME accredited Graduate Medical Education Training Program (the "GME Program") and serves as the primary teaching hospital for the GME Program. Sponsor Employer, and Resident agree that Resident meets the qualifications for resident eligibility outlined in the Accreditation Council for Graduate Medical Education (ACGME) Common Program Requirements. In addition, the Sponsor Employer and the Resident agree:

1. HOSPITAL SPONSORSHIP. Sponsor Employer sponsors a Graduate Medical Education Training Program in Internal Medicine (hereinafter the "GME Program"). The GME Program will be performed in conjunction with affiliated facilities (hereinafter "Affiliated Institutions"), to facilitate appropriate clinical rotations for the residents, as the GME Program Director deems appropriate for purposes of education and training. The Sponsor Employer sponsorship of this GME Program is guided by the standards of the Accreditation Council for Graduate Medical Education (hereinafter "ACGME").

2. REQUIREMENTS. Resident certifies that he/she is a graduate of a Medical School approved by the Liaison Council on Medical Education ("LCME") or a graduate of a Medical School approved by the Commission on Osteopathic Colleges Accreditation ("COCA") that he/she has met the requirements for unrestricted participation in a graduate medical education program. Resident must pass a background investigation, which includes criminal, Federal, OIG and DMV driver's record, conducted through Human Resource Management and must pass a urine drug screening test and pre-employment physical examination prior to commencing of training. This AGREEMENT shall be null and void unless all credentials and requirements have been met by the time of the effective date of this AGREEMENT.

3. DURATION of APPOINTMENT. The Sponsor Employer has offered and the Resident has accepted appointment to a position as a Resident in the GME Program at the PGY-1 level of training. This appointment shall be for a period beginning, 2023 and ending, 2024. The appointment period may be extended by mutual consent of Resident and the Sponsor Employer.

4. AGREEMENT DATES. This AGREEMENT applies only for the dates indicated in Paragraph 3 above, subject to the termination clauses contained in paragraphs 27 and 28 and does not imply any type of a guarantee of a position as a Resident for any subsequent year(s) of education and training regardless of the total length of the GME Program to which Resident was appointed.

5. CONDITIONS FOR REAPPOINTMENT. Appointment to an additional year of the GME Program, if any, is accomplished by affirmative recommendation from the specific residency Program Director and concurrence of the Graduate Medical Education Committee (hereinafter "GMEC"). It is the Resident's responsibility to clarify with the Program Director whether the GME Program intends to offer an appointment to Resident for any additional year(s) of Graduate Medical Education training.

6. NON-RENEWAL OF APPOINTMENT. If a decision is made not to renew the Agreement, Resident must be provided with a written notice of intent not to renew the Agreement no later than four months prior to the end of the current Agreement. However, if the primary reason(s) for the nonrenewal occurs within the four months prior to the end of the Agreement, Resident must be provided with as much written notice of the intent not to renew or of the intent to renew but not to promote to the next level of training as the circumstances reasonably allow prior to the end of the agreement. Resident may implement the Sponsor Employer's GMEC Grievance Policy if such notice of intent not to renew the Agreement is received.

7. RESIDENTS' RESPONSIBILITIES. Resident must discharge the duties and responsibilities as hereinafter provided as a Resident in the GME Program. The Resident may be assigned additional duties and responsibilities by the Program Director in the GME Program. The duties and responsibilities begin with the first day of this AGREEMENT and must be carried out at Affiliated Institutions, as directed.

8. GENERAL OBLIGATIONS. Resident must abide by the Sponsor Employer policies and procedures, the policies and procedures of the Affiliated Institutions to which Resident may rotate or be assigned, the policies and procedures of the specific GME Program, and the GMEC's rules, regulations, policies and procedures. In making this commitment, the Resident understands and agrees that these education and training activities and responsibilities must be carried out in accordance with and subject to the standards of conduct and ethics which are not in conflict with the standards of conduct and ethics of the Sponsor Employer, Affiliated Institutions, the GME Program, and the GMEC.

9. RESIDENT'S GENERAL OBLIGATIONS. The position of Resident entails provision of care commensurate with Resident's level of advancement and competence, under the general supervision of appropriately privileged attending Medical Staff members. The Resident expressly agrees to faithfully perform the duties assigned to the best of his/her skill and ability under the general direction of the GMEC and the specific direction of members of the supervising physicians/medical staff of the Affiliated Facilities (the "Medical Staff"). The Resident acknowledges, understands, and agrees that he/she:

- A. Will participate in providing safe, effective and compassionate patient care;
- B. Will develop an understanding of the ethical, socio-economic and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care;
- C. Will participate in the educational activities of the GME Program and, as appropriate, assume responsibility for teaching and training students and other residents, as directed, and participate in institutional orientation, educational programs, and other activities involving the Medical Staff, as appropriate;
- D. Participate in the evaluation of the GME Program and its faculty as requested;
- E. Adhere to ACGME institutional and program requirements;
- F. Participate in GMEC, GME Program and Medical Staff committees to which Resident may be appointed or invited;
- G. Maintain current certification in Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) or other certifications as required by the Program Director at all times. Failure to renew in a timely manner will result in suspension from the training program;
- H. Live within a driving distance from their training program's primary inpatient hospital site (e.g. Wellington Regional Medical Center) as specified by their program. Residents who are required to be on duty overnight must reside within 30 miles driving distance of their training program's primary hospital training site;
- I. Adhere to the clinical and educational work hour policies of the Sponsor Employer, the GME training program and comply with any applicable ACGME requirements. Rotations shall be established by the Program Director, where assigned, and may include weekend requirements and on-call responsibility; the responsibility for patients is continuous and not necessarily limited to any scheduled hours;
- J. He/She shall wear proper medical attire as established by the rules, regulations and policies of the Sponsor Employer, the Affiliated Institutions (as assigned), the GMEC, the Chief Academic Officer/Designated Institution Official (CAO/DIO), and/or the Program Director;
- K. He/She will refrain from accepting fees from any patient for services rendered at any Affiliated Institutions;
- L. The Sponsor Employer and/or the Affiliated Institutions shall have the right to the exclusive services of Resident during all scheduled hours, including weekend and on-call responsibilities, as determined by the Program Director. Residents must agree to devote full time to the course of training and will not participate in any outside activities that will interfere with training hours or violate clinical and educational work hour restrictions;
- M. The residency program's main goal is for the residents to have the opportunity to achieve their full educational experience during their training. At this time, moonlighting is not permitted.
- N. He/She is required to and will complete all medical records accurately, timely, and in accordance with policies of the GMEC and of the respective facilities and institutions

participating in the GME Program. FAILURE TO COMPLY WITH THIS REQUIREMENT REGARDING MEDICAL RECORD COMPLETION MAY RESULT IN DISCIPLINARY ACTION INCLUDING SUSPENSION FROM THE GME PROGRAM WITHOUT PAY, AND/OR TERMINATION FROM THE GME PROGRAM at the sole and absolute discretion of the GMEC and/or the Designated Institutional Official (DIO) of GME;

- O. The Sponsor Employer will reimburse Resident for the cost of the State Of Florida Physician in Training License. The Sponsor Employer's GME program does not require residents to obtain full licensure during residency.

10. USMLE/COMLEX. Resident acknowledges, understands, and agrees that:

- A. PGY-1 Residents are required to register for the USMLE Step 3 /COMLEX Step 3 by 12/1 of the PGY-1 year and take the exam by 3/30 of the PGY-1 year. PGY-1 residents are expected to successfully pass the USMLE Step 3/COMLEX Step 3 before the conclusion of the PGY-1 year of training.
- B. PGY-2 Residents entering the GME Program at the Sponsor Employer are required to successfully pass USMLE Step 3 or COMLEX-USA Level 3 prior to completion of the PGY-2 year of training. Failure to do so will result in NONRENEWAL OF THE TRAINING AGREEMENT.

11. MEDICAL LICENSE. Resident acknowledges, understands, and agrees that:

- A. Mere acceptance and/or completion of the GME Program does not in any way guarantee that Resident will receive a license of any kind from any source;
- B. It is his/her sole responsibility to comply with all Sponsor Employer and licensure requirements; and,
- C. The Sponsor Employer is under no obligation whatsoever to assist Resident in obtaining a license of any kind from any source. Sponsor Employer is willing; however, to supply documentation concerning training in Sponsor Employer sponsored GME Programs provided such request is submitted in writing in advance to the GME Office.
- D. Resident agrees to provide GME Office with any necessary information to allow the GME Office to assist with the license application as required.

12. PROVISION OF MEDICAL LICENSE, DEA REGISTRATION and NPI REGISTRATION. Resident understands, acknowledges and agrees that he/she must provide a copy of the initial Postgraduate Training License or Position in Postgraduate Training License from the State of Florida and will not be permitted to begin the Program until the training license is obtained from the State. Moreover, if the Resident is required by his/her residency program to obtain a Drug Enforcement Administration (hereinafter "DEA") Registration, he/she must similarly provide a copy of the Registration and an opportunity to verify the authenticity of the copy by observing the original. Residents are also responsible for obtaining their National Provider Information. The National Provider Identifier (NPI) is a Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification Standard. The NPI is a unique identification number for covered health care providers. All Sponsor Employer Residents are required to obtain a Postgraduate Training License, DEA Registration and an NPI prior to beginning their Program training.

13. DRUG-FREE WORKSITE. Resident's signature affixed to this AGREEMENT certifies that Resident shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances, while performing services under this AGREEMENT.

14. RESIDENT IMPAIRMENT. Any Resident who believes he/she may be impaired by physical or mental illness, substance abuse or any other impairment should, as a matter of professionalism, seek the assistance of their Program Director or Designated Institution Official (DIO) of GME. A Resident who is determined to be impaired during the GME Program will be subject to the Sponsor Employer GMEC Policy "Physician Impairment".

15. NON-DISCRIMINATION AND ANTI-SEXUAL HARASSMENT. Resident's signature affixed to this AGREEMENT certifies that Resident will review, does understand and does agree to abide by the policies of the Sponsor Employer on anti-discrimination and sexual harassment. It is Resident's responsibility to read, understand and abide by both the Sponsor Employer GMEC Policy "Equal Employment Opportunity/Individuals with Disabilities" and the Sponsor Employer GMEC Policy, "Harassment Policy".

16. VIOLENCE IN THE WORKPLACE. Sponsor Employer embraces a ZERO TOLERANCE policy for workplace violence. Acts, comments or threats of physical contact and/or violence, including intimidation, harassment and/or coercion, whether of a joking nature or otherwise, which involve or affect the Sponsor Employer or any of their staff, employees or visitors, or which occur on the property of an Affiliated Institution, will not be tolerated.

17. INTELLECTUAL PROPERTY.

- A. Resident agrees that all inventions, ideas, concepts, improvements, developments, innovations and works of authorship, whether patentable, copyrightable or not ("Intellectual Property"), made, developed, written or conceived by Resident in the course and scope of Resident's appointment with the Sponsor Employer shall be and remain the sole and exclusive property of the Sponsor Employer or its assignees, as shall the media in which all such Intellectual Property is fixed, including, without limitation, notes, drafts, computer storage drives/devices and the like. Accordingly, to the extent the Sponsor Employer does not already own all rights by operation of law, and subject to , Resident hereby assigns irrevocably and agrees to assign and also agrees promptly to disclose in writing to the Sponsor Employer, all rights, of whatever type, throughout the world, for as long as such rights shall endure, all Intellectual Property made, conceived or developed by Resident in the course and scope of Resident's appointment with the Sponsor Employer, whether or not made, conceived or developed during regular working hours. To the extent permitted by law, such Intellectual Property shall conclusively be presumed to have been made, conceived or developed in the course and scope of Resident's appointment with the Sponsor Employer and shall be and remain the sole and exclusive property of the Sponsor Employer or its assignees.
- B. To the extent any third party has any ownership, copyright and/or patent interests in Intellectual Property made, developed, written, conceived or perfected by Resident in the course and scope of Resident's appointment with the Sponsor Employer, Resident agrees to disclose in writing any and all such interests in existence as of the date of execution of this Agreement.
- C. Resident agrees that, both during and after Resident's appointment, without charge to the Sponsor Employer, Resident will, at the Sponsor Employer's request and expense, assist the Sponsor Employer and/or its assignees in every proper and reasonable way to obtain, preserve, defend and vest, in it for them, title to patent, copyrights or other intellectual property rights on the Intellectual Property in all countries, including but not limited to executing all necessary or desirable documents, such as applications for patents, copyrights or trademarks, and assignments thereof. If the Sponsor Employer is unwilling to pursue title to patent, copyrights or other intellectual property rights, the right to pursue those protections will revert to the Resident.

18. GENERAL OBLIGATIONS. Sponsor Employer agree to use commercial reasonable efforts to:

- A. Provide a suitable environment for Graduate Medical Educational experience(s), as determined in their sole and absolute discretion;
- B. Provide and maintain an accredited or otherwise recognized GME Program in the specialty in which Resident is appointed. However, this AGREEMENT may be terminated or suspended by the Sponsor Employer at any time in the event any cause beyond the Sponsor Employer's control, as determined at the sole and absolute discretion of the Sponsor Employer, renders it impracticable for whatever reason, for the Sponsor Employer

to continue with the GME Program. This AGREEMENT may also be terminated by Sponsor Employer in the event of termination of the GME Program or in the case of financial exigency as determined by the Sponsor Employer. In such an instance, Sponsor Employer shall endeavor to use its best efforts to assist the Resident in obtaining comparable alternative training. In addition, the Sponsor Employer GME Program will inform the Resident in the event of any adverse accreditation action taken by the ACGME within a reasonable period of time after the Sponsor Employer GME Program is notified an action has been taken; and,

- C. Allow the Resident to engage in any professional activities at the Sponsor Employer or its Affiliated Institutions for which he/she is qualified as may be approved by the Program Director and the GMEC.

19. FINANCIAL SUPPORT AND BENEFITS. The Sponsor Employer agrees to provide financial support, benefits, meals during program educational conferences and while on-call within the Affiliated Facilities, and leaves of absence as found on ATTACHMENT B (“Resident Financial Support and Benefit Schedule”).

20. PROFESSIONAL LIABILITY COVERAGE. The Sponsor Employer shall provide professional and general liability coverage for the authorized activities of the Resident under this AGREEMENT. It is specifically understood and agreed that this coverage SHALL NOT APPLY to any unauthorized activity. Coverage includes protection against awards from claims reported or filed after completion of the program if the alleged actions are within the scope of the residency program.

21. PERFORMANCE EVALUATION. Since the position of Resident involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the competence, knowledge, skills, and professional growth of the Resident is evaluated on at least a semi-annual basis. An unsatisfactory evaluation can result in required remedial activities, temporary suspension from duties, or termination from the GME Program. The GME Program maintains a confidential record of the evaluations. The GME Program will provide periodic written evaluation(s) of Resident's performance to the GME Office pursuant to GMEC policy and procedure, to be made a part of Resident's permanent academic record.

22. REBUTTAL. The Resident has the option of rebutting and/or disputing any evaluation(s) in the permanent academic record with which the Resident disagrees. Disputes may be dealt with through the Sponsor Employer's GMEC Resident Grievance Policy.

23. PROGRAM TRANSFER. Transferring from the Sponsor Employer's sponsored GME Program to another Sponsor Employer sponsored GME Program during an appointment period covered by this AGREEMENT is prohibited unless:

- A. Resident requests in writing to his/her Program Director to be released;
- B. The request for release is approved in writing by his/her Program Director, and;
- C. The request for release is approved by the GMEC. The GMEC, in its sole and absolute discretion, shall determine if there is to be a release from this AGREEMENT. If a release is approved, it is understood that such release shall not take place unless and until there is satisfactory completion of all current obligations and responsibilities of the current GME Program by Resident and such completion is affirmed in writing by the Program Director.

24. COMPLAINTS/DIFFERENCES. All complaints or differences arising with regard to the services provided hereunder, or the interpretation of the terms of this AGREEMENT, and the Attachments hereto, shall be reviewed, investigated and acted upon by the Program Director and/or the Sponsor Employer Administration in accordance with such procedures as they shall establish from time to time.

25. RESIDENCY COMPLETION EXIT PROCEDURES. On or before the date of completion of residency, or upon termination, resignation, or non-renewal of the Agreement: 1) all Sponsor Employer property issued to the Resident during the GME Program must be returned to the GME Office; 2) Resident

must complete all incomplete or delinquent medical records; and 3) Resident must personally check out with the GME Office/GME Program Office PRIOR to departing from the GME Program.

26. CERTIFICATE OF COMPLETION. Resident shall be awarded a Certificate of Completion of Graduate Medical Education if the required number of years of training in a GME Program has been successfully completed, as applicable. Awarding of a Certificate of Completion is contingent upon the relevant periods of appointment having been completed to the satisfaction of the faculty of the GME Program, the Program Director, and the GMEC. Awarding of such Certificate of Completion will be conditioned upon Resident having, on or before the date of termination of this AGREEMENT, returned all Sponsor Employer property delivered to him/her, completed all patient and other records for which he/she is responsible, and settled all his/her obligations with the GME Program, the GME Office, and the Sponsor Employer.

27. THIRTY-DAY TERMINATION. Except as provided in Paragraph 18(B) above, either party may terminate this AGREEMENT prior to its expiration date with thirty (30) days prior written notice. If the Sponsor Employer terminates this AGREEMENT, pay in lieu of thirty (30) days' notice, or any combination of notice and pay, may be utilized at the discretion of the Sponsor Employer's CEO in consultation with Sponsor Employer's Program Director and/or Designated Institution Official (DIO) of GME. If such termination takes place at the request of the Resident, it is understood and agreed that the Sponsor Employer must be provided with an opportunity for an "exit interview" with the Resident to discuss any comments, differences of opinions, dissatisfactions, or complaints of the Resident. If such termination occurs at the direction of the Sponsor Employer, the Resident retains the right to utilize the Sponsor Employer's GMEC Grievance Policy.

28. SUSPENSION/TERMINATION. This AGREEMENT with Resident may be suspended or terminated by the Program Director and Designated Institution Official (DIO) of GME or the Sponsor Employer Administration at any time if: 1) it is discovered that material facts presented by Resident at the time of application or re-application are misleading or not true, or 2) Resident's actions and responsibilities are carried out in conflict with the ethics, principles, and/or philosophy of the medical profession as defined by the Sponsor Employer, or 3) the welfare of any patient may be placed in jeopardy due to any one or more of the following conditions:

- A. Gross act not commensurate with good medical practice;
- B. Resident's conviction or plea of guilty or nolo contendere to a felony or misdemeanor or any crime involving moral turpitude, including but not limited to substance use or abuse;
- C. Failure to satisfactorily meet the standards of the GME Program or to make reasonable progress towards satisfaction of those standards;
- D. Conduct not commensurate with good moral standards including, but not limited to, unprofessional conduct;
- E. Failure to keep charts, records and reports accurate, up to date, and signed at all times;

29. GRIEVANCE PROCEDURES AND DUE PROCESS. . A Resident who has a grievance shall:

1. The grievance letter must be presented to the Program Director within ten (10) business days (two weeks) of the event giving rise to the grievance, and include the following information:
 - a) A factual description of the grievance in writing, the policy or procedure that may have been violated, the date in which the grievant(s) first became aware of the alleged violation, and the remedy sought.

The Program Director will meet with the Resident at a mutually agreeable time within seven (7) calendar days of the receipt of the grievance letter. Thereafter, allowing a reasonable amount of time for the Program Director to fully review and consider the matter, a written decision will be provided to the Resident regarding the grievance, and provide a copy to the DIO.

2. If the Resident does not believe the grievance has been satisfactorily resolved in Step 1, the Resident may submit a grievance letter directly to the DIO within seven (7) calendar days of receipt of the Program Director's decision. The DIO (or his/her designees) may meet with the Resident at a mutually agreeable time within fourteen (14) calendar days of receipt of the grievance letter. The DIO will review and consider the case within a reasonable amount of time, issue a written decision to the Resident regarding the grievance, and provide a copy to the Program Director.
3. If the Resident is not satisfied with the response, s/he may then submit a written request for a hearing within seven (7) business days after the date of receipt of the DIO's response.
 - a) Hearing: The hearing procedure will be coordinated by the DIO or designee, who will preside at the hearing, but will not be a voting participant. The hearing should be scheduled within thirty (30) days of the resident's request for a hearing. The hearing panel will be appointed by the DIO and consist of at least three (3) faculty members. The DIO will determine the time and site of the hearing in consultation with the resident and program leadership.
 - b) The format of the hearing will include:
 - i. A presentation by a program representative;
 - ii. An opportunity for a presentation of equal length by the resident; an opportunity for response by the representative, followed by a response of equal length by the resident.
 - iii. This will be followed by a period of questioning by the hearing panel.
 - iv. Any issues or questions that arise regarding the hearings process or format before, during, or after the hearing will be resolved by the DIO.
 - v. A final decision will be made by a majority vote of the hearing panel and will be communicated to the Resident within seven (7) business days after the hearing. This process will represent the final appeal.

30. FINAL AND BINDING DECISION. The final decision reached through the GMEC Resident Grievance Policy by the Sponsor Employer Administration shall be *final and binding* between the parties to with respect to participation in the GME Program.

30. ACKNOWLEDGMENT OF GRIEVANCE PROCEDURE. In executing this AGREEMENT for Graduate Medical Education Training, Resident specifically acknowledges: 1) having read the provisions of paragraphs 24 through 30; 2) his/her understanding and agreement to be bound by all provisions of this AGREEMENT including all provisions of paragraphs 25 through 30 relating to Grievances and Disputes, and, 3) his/her understanding and agreement to participate in any and all procedures established pursuant to paragraphs 24 through 30, including appearance at any interviews, hearings, and/or other proceedings, whether informal or formal, as described in the GMEC Resident Grievance Policy referred to in this AGREEMENT.

31. NOTICE TO AMA. If this AGREEMENT is terminated prior to its expiration date or if it is determined that the Resident is ineligible to receive a Certificate of Completion, Resident agrees and acknowledges that the Sponsor Employer GME Office, at its option, may submit an explanatory statement to the Council on Medical Education of the American Medical Association. It is understood and agreed that such statements shall be available to any inquirers at the discretion of such Association.

32. GOOD FAITH. Sponsor Employer and Resident further agree that they have entered into this AGREEMENT in good faith and acknowledge their respective ethical and legal obligations to fulfill such AGREEMENT until its expiration date, except in the cases provided for in paragraphs 18(B), 27 and 28, or in circumstances where Resident is unable to do so because of an incapacitating accident or illness.

33. ASSIGNMENT. Nothing in this AGREEMENT shall be construed to permit assignment by Resident of any rights or obligations under this AGREEMENT. Such assignment is expressly prohibited. The Resident agrees and acknowledges that the Sponsor Employer has the right to assign this Agreement without the consent of the Resident. Further, Resident agrees and acknowledges that in the event that this Agreement is assigned to Sponsor Employer, all rights and obligations of the Sponsor Employer shall become the direct rights and obligations of the Sponsor Employer.

34. PARTIAL INVALIDITY. If any provision or part of a provision in this AGREEMENT is determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

35. WAIVER OR FAILURE OF A CONDITION. Waiver or failure of any condition shall not operate as nor be construed to be a waiver of a subsequent failure of the same or other condition.

36. COUNTERPARTS. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original; the counterparts shall together constitute a single AGREEMENT.

37. MODIFICATION OF AGREEMENT. Any modification of this AGREEMENT will be effective only if it is communicated in writing and only if signed by the parties to be charged.

38. ACKNOWLEDGEMENT. Resident acknowledges and understands that he/she is required and responsible for reviewing the GME Program's Resident Manual and the Sponsor Employer's GMEC Policies obtained from the GME Program and/or the GME Office upon arrival to the Program. The Resident's signature certifies that he/she agrees to read and abide by the information contained in the GME Program Resident Manual and Sponsor Employer's GMEC Policies.

WHEREAS, Sponsor Employer and Resident have caused this AGREEMENT to be executed as set forth below. This AGREEMENT is not valid until signed by the designated Chief Academic Officer for GME and Program Director of the GME Program approving the terms of this Agreement and the Resident into the GME Program.

BY: _____
_____, _____ (Resident Physician)

DATED: _____

BY: _____
Edlira Maska, MD, FACP
Program Director, Internal Medicine

DATED: _____

BY: _____
Larry M. Bush, MD, FACP, FIDSA
Designated Institutional Officer

DATED: _____

ATTACHMENT A
"RELEASE AND AUTHORIZATION"

This document is incorporated by reference in the Graduate Medical Education Training Agreement signed by the Resident. In executing this Graduate Medical Education Training Agreement, I specifically acknowledge that I have read, understand and agree to be bound by all of the provisions of the AGREEMENT including the provisions regarding Grievances, Complaints and Termination, (i.e. paragraphs 24 through 30, as well as the actual policies and procedures) as well as to participate in any and all procedures established pursuant to such paragraphs (including but not limited to appearances at any interviews, hearings or other proceedings).

I understand that Wellington Regional Medical Center (hereinafter "the Sponsor Employer") has an interest in evaluating materials that are relevant to my completion of the GME Program and fulfillment of my obligations under this AGREEMENT, including materials that are relevant to my professional competence, ethical and moral qualifications, and character. I, therefore, agree that the Sponsor Employer Administration, the Designated Institution Official (/DIO), the Program Director(s), the Graduate Medical Education Committee members, and/or their designated representatives, may:

- (1) Consult with Universal Health Services, Inc. facility owned hospital administrators, medical staff and academic teaching faculty of the resident, and of other hospitals with which I have been associated, and any other person or entity who may have information which may bear on my professional competence, ethical and moral qualifications and character; and/or,
- (2) Inspect and/or copy all records and documents, including academic and disciplinary records, at the Sponsor Employer, hospitals, clinics, as well as at universities and colleges which I have attended, and any and all medical and other records in any way related to my professional competence, ethical and moral qualifications, and character, whosoever located;
- (3) Provide data to the ACGME which may include social security numbers and Milestone data. ACGME may share data with the certifying boards in accordance with ACGME requirements. Residents are advised to contact the Sponsor Employer's DIO or Program Director with any questions or concerns or to withdraw consent to share this data.

I hereby consent to the release of such information, records and documents for such purposes to the Sponsor Employer and GME Office from any and all individuals and organizations as indicated herein.

I release from any and all liability the Sponsor Employer, Sponsor Employer Administration, the Sponsor Employer's Designated Institution Official (/DIO) of GME, the Graduate Medical Education Committee (GMEC), Universal Health Services, Inc. facilities' Medical Staff, any Program Director, and any and all their officers, employees, agents or representatives for their acts, communications, reports, recommendations or disclosures performed in good faith as an incident to any action, inaction, proceeding, review or assessment undertaken in connection with this AGREEMENT. I further release from liability any and all individuals and organizations which provide information, in good faith, to the Sponsor Employer, the Sponsor Employer Administration, Sponsor Employer's Designated Institution Official DIO) of GME, the Graduate Medical Education Committee (GMEC), the GME Office, Affiliated Institutions' Medical Staff, any Program Director, and any and all their officers, employees, members, agents or representatives concerning my academic and/or professional performance and competence, ethics, moral qualifications and character, and any other information which may be relevant to any review, evaluation, or other proceeding carried out in connection in any way with this AGREEMENT. In addition to these specific releases, the parties listed in this paragraph shall be entitled, to the fullest extent permitted by law, to absolute immunity from liability arising from any such act, communication, report, recommendation or disclosure.

Moreover, I specifically consent to the release of any information requested by a third-party payor or auditor of or for a third-party payor relevant to my qualifications and/or any duties performed or not performed by me under this training AGREEMENT as determined solely by the Sponsor Employer.

I further agree that, upon request of the Sponsor Employer and/or its GME Office and/or GME Program, I will execute releases in accordance with the tenor, spirit and intent of this AGREEMENT, including paragraphs 24, and 27 through 32, in favor of any individual or organization subject to such requirements, including those of good faith, and may be applicable under the laws of the State of Florida and/or the Florida government.

I ACKNOWLEDGE THAT MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, THE ATTACHMENT (S) HERETO, AS WELL AS THE SPONSOR EMPLOYER HOUSE STAFF MANUAL, AND/OR ALL POLICIES AND PROCEDURES IN PLACE OR DEVELOPED BY THE SPONSOR EMPLOYER OR ITS AUTHORIZED AFFILIATES TO SUCH AGREEMENT.

DATED: _____

BY: _____
, _____ . (Resident Physician)

**ATTACHMENT B
RESIDENT PHYSICIAN FINANCIAL SUPPORT AND BENEFIT SCHEDULE
ACADEMIC YEAR 2023-2024**

FINANCIAL SUPPORT: The Sponsor Employer (Wellington Regional Medical Center) agrees to pay Resident on a biweekly basis. Payment is determined by the PGY-level of the Resident's appointment.

Training Year Level	Annual Financial Support AY2023-2024
PGY-1	\$ 56,500
PGY-2	\$ 58,500
PGY-3	\$ 60,100

BENEFITS: Sponsor Employer will offer a comprehensive benefits package for residents, including medical, dental, vision, and other benefits. Coverage will also be offered for family members at an additional cost to the Resident. These Benefits will be effective on the 31st day of employment. Sponsor Employer agrees to offer the benefits shown below based upon a twelve-month appointment:

PROFESSIONAL BENEFITS:

Benefit eligible employees will be offered a variety of plans from which to choose, including:

- Comprehensive Medical & Dental Plans
- Vision Service Plan
- Employee Assistance Plan (EAP)
- Life Insurance (basic & supplemental options)
- Dependent Life Insurance
- Accidental Death & Dismemberment (basic & supplemental options)
- Voluntary Short Term & Long Term Disability Plans
- Voluntary Benefits Program

NOTE: Resident benefits go into effect 30 days after employment. Resident's will be provided interim health insurance information so they may purchase. Purchasing interim health coverage is optional.

Worker's Compensation: Sponsor Employer will offer Worker's Compensation Insurance to the Resident.

Professional Liability Insurance: The Consortium agrees to provide professional liability insurance coverage for the Resident for acts and omissions occurring during the period from the effective date of this Agreement through termination. Such coverage will provide legal defense and protection against awards from claims reported or filed during or after the completion of the Program, if, and only if, the alleged acts or omissions of the Resident occurred during the relevant period and are/were within the scope of the GME Program. The coverage amount will be \$1,000,000.00/\$3,000,000.00.

Paid Leave and PTO: PTO combines a benefit eligible employee's vacation, holiday, sick and personal into one program. PTO is designed to give employees time away from work and increase availability of paid time off for extended illness.

- Paid leaves (i.e. medical, FMLA) are subject to FMLA and/or State of FL laws.
 - The program will provide residents with a minimum of six weeks of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME-accredited program, starting the day the resident is required to report. The program will provide residents with at least the equivalent of 100 percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken.

All female Residents, returning to work after the birth of a child, must submit to a release from OB/GYN Physician before returning to work.

- The PTO Plan provides the resident employee with four (4) weeks paid time off or twenty (20) days total per academic year (July 1 – June 30). Unused PTO may not be rolled over into subsequent academic years and may not be paid out as additional income.
 - The total time off taken by the Resident must not exceed thirty (30) calendar days in an academic year.
 - PTO may be used for vacation, holiday, sick and personal reasons.
 - All PTO schedules will be approved by the Program Director, prior to finalizing the upcoming academic year block schedules.

Unpaid Leave: Unpaid leaves (i.e. medical, FMLA) are subject to FMLA and/or State of FL laws. Medical or personal unpaid leave also requires the approval of the Program Director and CAO/DIO of GME. Makeup time and/or repeat of training is determined by the Program Director and CAO/DIO of GME. The total time off taken by the Resident must not exceed the recommended number of calendar days in an academic program year in order to be compliant with Board standards for the program's specialty.

Lab Coats and Scrubs: Sponsor Employer will provide 2 lab coats and 2 sets scrubs to the Resident. All will be personalized with the Resident's name and the Wellington Regional Medical Center logo.

On-Call Meals: Sponsor Employer will provide all residents access to complimentary meals and snacks in the hospital café and the doctors lounge, 24 hours a day, 7 days a week.

Resident Wellness and Life/Work Balance Support: Sponsor Employer will support resident wellness and life/work balance activities sponsored by the GME Program.

EDUCATIONAL BENEFITS:

- ACP or AOA membership
- BLS/ACLS annual recertification
 - All residents are expected to begin residency with current certification in BLS and ACLS.
 - Re-certifications will be offered annually and will be provided by the program.
- Simulation training
- Online Medical School Library Access for Research
- Residents are provided with a \$2000 annual educational stipend to support educational and professional expenses. This may include:
 - USMLE/COMLEX Step III registration
 - DEA Registration
 - Postgraduate Training License (PTL)
 - Other eligible educational and professional expenses include medical books, point of care subscription or tools, medical training software, professional medical journals, and/or online journal subscriptions.
 - Requests are to be pre-approved by Program Director to be eligible for reimbursement
 - Conferences and travel-related expenses at specialty-related training events. Travel-related expenses must follow institutional policies and procedures.
 - Requests are to be prior approved by Program Director to be eligible for reimbursement.
 - Medical equipment
 - Requests are to be prior approved by Program Director to be eligible for reimbursement.
 - Research-related expenses for IRB-approved research projects or presentations of such research projects at conferences, professional society meetings, etc.
 - Requests are to be prior approved by Program Director to be eligible for reimbursement.
 - Interim Medical coverage; covering the first 30 days of employment.

- **NOTE:** Resident benefits go into effect 30 days after employment. Below are some interim health insurance options for the resident. Purchasing interim health coverage is optional; however, all residents will be presented with the option to do so.
Please go to www.healthcare.gov for interim health insurance.

Non-allowable expenses include items for personal use outside of training such as computers, cell phones, etc., are not eligible for reimbursement.