

BAYFRONT MEDICAL CENTER RESIDENT AGREEMENT

Bayfront Medical Center, Inc. (hereinafter "BMC") and «**FirstName**» «**LastName**» (hereinafter "Resident") agree as follows:

1. Appointment: The Board of Trustees of Bayfront Medical Center acting through the Director of Medical Education hereby designates Resident as a «**Year**» year Resident in «**Program**», for the period of one year commencing with orientation on the 19th day of June **2007** (the "Contract Year").
2. BMC's Duties: BMC agrees to provide a training program that meets the standards of the Accreditation Council for Graduate Medical Education's "Essentials of Accredited Residencies" and applicable "Special Requirements" and to maintain its staff and facilities in compliance with these standards. BMC will furnish Resident with an evaluation of Resident's performance.

The hospital agrees to provide due process for the redress or appeal of any grievances as described in the Residency Manual.

The hospital agrees to provide counseling to those residents in need of such services.

The hospital will provide professional liability insurance to residents engaged in residency approved activities as described in the Residency Manual. Such insurance includes protection against awards from claims reported or filed after the completion of the training program if the alleged acts or omissions of the residents or fellows are within the scope of the training program.

3. Resident's Duties. The Resident shall:
 - (a) Pursue a course of study throughout the year of residency as described in the Resident Manual distributed by the Director.
 - (b) Be fully conversant with and achieve the educational objectives listed for each resident rotation.
 - (c) Fulfill all other educational requirements of his or her training program and perform the relevant and customary services of a post-graduate medical trainee at Resident's level of experience, in accordance with the applicable standards of medical practice.
 - (d) Abide by the relevant Medical Staff Bylaws, rules and regulations of the Medical Staff, and policies of BMC.
 - (e) Abide by the administrative policies adopted by the Medical Education Committee and presented in the Resident Manual.

- (f) Complete the medical record of each patient under Resident's care in a timely manner and in accordance with BMC policies.

Maintain up-to-date procedural logs as required by the Residency Program.

- (g) Conform to the schedule published monthly for both inpatient and outpatient clinical activities.
- (h) Report to work as scheduled by BMC, unless prevented from doing so by sickness, injury, or other reason approved by the Director of the Residency Training Program. BMC is committed to compliance with the duty hour requirements as set forth by the ACGME.
- (i) Pay all financial obligations owed to BMC prior to termination of this Agreement.
- (j) Conduct no medical practice and accept no remuneration for any medical service which may be rendered by him or her except as authorized by the Director of the Residency Training Program in accordance with the approved restrictions on the outside activity of residents.
- (k) Immediately upon receipt of a notice of a possible or confirmed quality of care issue involving Resident, provide the Director of the Residency Training Program with a copy of the notice and cooperate with BMC in the resolution of such matters.

4. Conditions to Effective Agreement. This Agreement shall become effective only if:

- (a) Resident successfully completed or has agreed to complete all requirements of the previous year(s) of his or her training program, if any, and
- (b) Resident successfully completes a physical examination (including drug test) prior to the first year of employment. Inasmuch as BMC requires a drug-free work environment, this examination will include a drug screen. The physical examination will be performed by employee health at the expense of BMC. Additional information relative to resident impairment and substance abuse is available in the medical education policy of that title.

5. Compensation: BMC agrees to pay Resident a salary of **\$«Salary»** per year, payable in bi-weekly installments.

6. Benefits: Benefit information is available on the residency websites, the New Residents' Guide, and from Human Resources. BMC agrees to provide Resident with benefits according to standard BMC personnel policies applicable to Residents, which policies may be amended from time to time. These benefits include vacations; parental, sick, and other leaves of absence; professional liability, hospitalization, health, disability and other insurance provided for the residents.
7. Vacation, leave, and effect of leave on satisfying criteria for program completion: BMC agrees to provide Resident with vacation and leave time, and will cooperate with the resident's needs for leave of absence, as described in the Residency Manual.
8. Meals and living quarters: BMC agrees to provide the noon meal to all residents free of charge while on duty, and to provide the other two meals and sleeping quarters to residents on call in the hospital. Living quarters and laundry are not provided.
9. Outside Professional Activities: It is the responsibility of Resident to render patient care in the pursuit of his or her education without additional remuneration based on productivity. This does not preclude Resident from earning income from patient care during off hours provided this activity does not interfere with his or her education and performance as a resident. To engage in outside professional activities (moonlighting), Resident must:
 - (a) Obtain approval for moonlighting activities from the Program Director. Professional liability insurance is provided for Hospital-related moonlighting in Medical Center only. Resident will arrange individual professional liability coverage for all other activities.
 - (b) Outside activity during normal duty hours without special approval of the Program Director will be considered grounds for probation and potential dismissal from the program.
 - (c) Resident must have vacation time approved in order to accept any weekday, daytime moonlighting for pay, even if done to accommodate a teaching staff member. Non-compensated office coverage for ill teaching staff will not require use of vacation time, but must be coordinated through the residency faculty for proper scheduling.
 - (d) BMC "Resident Moonlighting Reporting Form" must be completed when moonlighting begins during the second year and updated regularly when a new moonlighting activity is initiated or a previous moonlighting activity is discontinued. An update will be required of all new third year residents.
 - (e) Residents moonlighting in the Medical Center will need to list this as such on the Reporting Form.

10. Procedures for Corrective Action:

- (a) Corrective action may include, but is not limited to verbal warnings, written warnings, special resident review, probation, suspension without pay, and termination. Adherence to the steps in the process and subsequent corrective action will be based on the severity and frequency of the incident under investigation, but in all cases the election of the approach to such corrective action and the remedy implemented shall be within the sole discretion of BMC.
- (b) The details of the procedures for corrective action are set forth in the Residency Manual.

11. Harassment:

The hospital agrees to support the Department of Medical Education policies and procedures whereby complaints of harassment of any type may be addressed.

- (a) Bayfront Medical Center is committed to a discrimination free work environment. Sexual harassment or harassment of any kind is prohibited.
- (b) Sexual harassment includes, but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Harassment includes actions or conduct which is viewed as creating an intimidating, hostile or offensive work environment.
- (c) Any incident of sexual harassment or other objectionable conduct, wherein a Resident Physician is the alleged victim, should be brought to the immediate attention of the Resident's Residency Training Program Director. Each case will be thoroughly reviewed.
- (d) Upon investigation, any Resident who is reasonably determined to have participated in harassment will be subject to appropriate disciplinary action up to and including immediate termination of this Agreement.

12. Conditions for Reappointment:

In order to be considered for appointment to the next higher year of residency (Advancement), the resident must demonstrate progressive scholarship and professional growth, including the ability to assume increasing responsibility for patient care during the course of the residency. Successful achievement of these objectives will be judged by the Residency Training Program Director with the collective advice of the teaching faculty. The details of the procedure for resident evaluation and advancement are set forth in the Residency Manual.

13. Termination: In the event Resident shall fail to satisfactorily perform the duties assigned to him or her or to comply with the rules and regulations of BMC; or should be found to lack the professional, educational, or moral qualifications to continue in the Residency as identified and documented in accordance with the policy approved for corrective actions set forth in the Residency Manual then this Agreement may be terminated by the Director of Medical Education of BMC.

14. Miscellaneous:

BMC is committed to allowing residents to complete their education. If, however, the hospital decides to reduce or close a residency program, the hospital will make efforts to ensure that those residents affected can continue their education.

Bayfront Medical Center is committed to providing an environment in which residents may raise and resolve issues without fear of intimidation or retaliation.

Non-competitive agreement: BMC does not require a non-competitive agreement between the hospital and its residents.

No Third Party Rights: This Agreement is for the benefit of BMC and Resident, and is not entered into for the benefit of any other person or entity, including patients and their representatives.

IN WITNESS WHEREOF, this Agreement has been signed by the Hospital's authorized representatives and by Resident, as of the day and year below.

BAYFRONT MEDICAL CENTER, INC.

By: _____
Director of «Program» Residency Program

Resident

Date

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