



**Naples Comprehensive Health
Graduate Medical Education
Resident Appointment Agreement**

2025-2026

This Resident Appointment Agreement ("Agreement") is made and entered into by and between Naples Comprehensive Health ("NCH") and ("Resident"). In consideration of the mutual promises and conditions set forth in this Agreement, the parties agree as follows:

NCH is pleased to offer you a position as a resident at the level PGY-X in the X-year XX program for the period July 1, 2025 through June 30, 2026.

This Agreement describes various aspects of the Graduate Medical Education (GME) programs for residents and fellows at NCH. Trainees in such programs (residents and fellows) are hereinafter referred to as "Residents." NCH reserves the right to make changes without notice in the future to any aspect of these programs.

During your residency you will be required to exhibit the qualifications and talents for the specialty to which you have been accepted for GME training. For each specialty, you must possess and demonstrate critical thinking skills, sound judgment, emotional stability and maturity, empathy for others, physical and mental stamina, and the ability to learn and function in a variety of settings. You must also be able to perform the essential functions of the specialty and meet the academic standards of the curriculum.

This Agreement is contingent upon the completeness and accuracy of the appointment documents prepared and submitted by you within the timelines provided. Falsification of any documents or failure to meet eligibility requirements constitute grounds for non-appointment or termination. Any future failure to meet or maintain initial and continued appointment requirements as more fully set forth in this Agreement, the Employee Handbook and any other relevant NCH policy and procedure as well as those of the Florida Board of Medicine and any other regulatory body may result in a revocation, termination or non-renewal of this Agreement in addition to any other discipline consistent with current NCH policies. This Agreement, in conjunction with NCH rules, policies and procedures, governs the relationship between NCH and you.

The current NCH Employee Handbook is attached hereto and incorporated by reference. NCH reserves the right to make changes to the Handbook at any time. Upon commencement of employment, all NCH policies, procedures and related documents will be available to Resident in electronic format.

Please review the summary of terms and conditions of your appointment (listed below) and sign on the last page to indicate your understanding and agreement.

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1. Resident/Fellow Responsibilities

The position of Resident entails the provision of care commensurate with the resident physician's level of advancement and competence, under the general supervision of appropriately privileged attending teaching staff. This includes:

- Participation in safe, effective and compassionate patient care.
- Development of an understanding of the ethical, socioeconomic and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care.
- Participation in the educational activities of the training program and, as appropriate, assumption of responsibility for teaching and supervising other trainees and students; participation in institutional orientation and education programs; and participation in other activities involving the clinical staff.
- Participation in institutional committees and councils to which the resident physician is appointed or invited.
- Conducting themselves with professionalism in all interactions with patients, families and co-workers and in positively representing the program both within and outside the workplace.
- Performance of these duties in accordance with the established practices, procedures and policies of the institution, and those of its programs, clinical departments and other institutions to which the resident physician is assigned, including, among others, state licensure requirements for physicians in training where these exist.

2. Duration and Conditions of Appointment

Your PGY-X appointment will begin on July 1, 2025 and may continue until June 30, 2026. We anticipate you will remain in the prescribed course of your residency until completion. However, no appointment shall create any rights interests or expectation of continuation beyond the term of this annual appointment. It is understood that appointments are renewed annually and that continued retention in the training program depends on funding, satisfactory achievement in educational and clinical milestones, performance of all duties with professionalism, competence and progress as determined by the program director and faculty, and compliance with NCH policies and procedures. Unsatisfactory performance may result in probation, non-promotion, suspension, dismissal or non-renewal.

Individuals are appointed as residents at NCH after they accept the formal letter of offer, submit to and pass a urine drug screen, health review, and background check, meet all eligibility requirements, and complete applicable registration, licensure, and visa requirements. The appointee must also have graduated from an approved, qualified medical school as well as provide proof of the legal right to work in the United States as required by federal law.

NCH and its affiliates recognize the major importance of employees' health and well-being and the responsibility of maintaining a healthy and safe environment for all employees, volunteers,

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patients, and visitors. Therefore, all individuals who are offered a position with NCH or any of its affiliates are screened for illegal drugs (including those without a current valid prescription) and alcohol as part of the post-offer health screening. Individuals whose post-offer health screening results are verified positive for illegal drugs (including those without a current valid prescription) or alcohol will be disqualified from employment and their job offer will be withdrawn.

Failure to compete or maintain all on-boarding, credentialing and privileging requirements may lead to termination of this Agreement.

3. Financial Support for Residents/Fellows

Eligibility for salary and benefits begin on the first day of orientation or the appointment date, whichever comes first. New trainees are responsible for health insurance coverage that bridges their previous appointment and their new appointment date.

The salary for PGY-X Residents at NCH for 2025-2026 is: \$xx,xxx.xx per annum plus a \$x,xxx per annum housing stipend. In the case of an off cycle start date, salary and stipend will be pro-rated.

4. Conditions for Reappointment and Promotion to a Subsequent PGY Level

Salary and PGY level will increase annually based on continuation in the program and advancement to subsequent PGY levels. Continuation in the program and advancement to subsequent PGY level is dependent upon maintaining applicable licensure and certifications, passage of applicable testing milestones on the schedule determined by the program, satisfactory performance of assigned duties, meeting educational and performance-related milestones, and satisfactory evaluations by the program director and faculty. Re-appointment is subject to approval of the Program Director and Designated Institutional Official.

5. Grievance and Due Process

Trainees may implement the institution's grievance procedures if they receive a written notice of probation, suspension, dismissal, non-renewal of agreement, or non-promotion to the next level of training; if there is concern related to the work environment or issues related to the program or faculty; or if there is concern that other actions could significantly threaten a resident's intended career development. The trainee and his or her program director should make every reasonable effort to resolve any conflicts, problems, or disagreements that arise related to the application of NCH policies and procedures. In instances where the trainee is uncomfortable taking a complaint to his or her Program Director, the resident should contact the HR office, or the DIO as indicated in the NCH Grievance Procedure policy. Residents may also engage the NCH GME Ombudsman for guidance if necessary.

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6. Professional Liability Insurance

NCH will provide professional liability insurance for professional liability claims arising directly from the trainee's patient care activities on a claims made basis and in accordance with the terms and conditions of NCH's current professional liability coverage. It is expected that the trainee will assist and cooperate with the institution in the defense of any claim that may be brought by any patient attended by the trainee even if the claim or suit arises after the completion of training.

NCH professional liability protection is not extended to a trainee engaged in professional activities that are not part of an NCH program (e.g., moonlighting). However, if the trainee conducts charitable or public service professional activities with the approval from the appropriate program director and does not receive payment outside of NCH, NCH professional liability protection may be provided if the sponsoring institution does not supply such coverage.

7. Employee Benefits for Residents/Fellows and their Eligible Dependents

NCH offers a range of employee benefits as set forth in the Graduate Medical Education Benefits Guide, attached hereto for your reference. NCH reserves the right to change the benefits available at any time.

Health insurance coverage for residents and their dependents (if selected) begins on the first day of employment. Information will be provided regarding the terms and conditions of the plans, including but not limited to cost, benefit levels, deductibles and co-pays.

NCH offers a disability insurance option for residents. Information will be provided regarding the terms and conditions of the plans, including but not limited to cost, benefit levels, deductibles and co-pays. Absences due to illness/disability must be recorded and submitted to the appropriate education coordinator.

8. Vacation, Parental, Sick, and Other Leave(s) for Residents/Fellows

All forms of leave are described in the attached Graduate Medical Education Benefits Guide. Family Medical Leave Act (FMLA) leave is further detailed in the attached Family Medical Leave Packet. Such programs may change from time to time at the discretion of NCH or in accordance with changes to applicable law and regulation. Leave shall be taken in full day increments, and must be taken in a manner that ensures adequate patient care coverage in the Resident's absence. Leave must be approved in advance by the appropriate department/program representative. The use of leave days during the final week of training is discouraged. Off-cycle residents shall receive a prorated amount of leave time.

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9. Effect of Leave for Satisfying Completion of Program

Each training program determines the total absence time permitted during each year of the program based on specialty board and program requirements. Each program must provide trainees with a written policy that describes its specialty/board certification or program requirements concerning the effect of leave on satisfying the criteria for completion of the training program. Where applicable, the total absence time permitted will be in accordance with the certification requirements of the specialty board. Absences in excess of the specialty/board or program requirements may extend the training time. Questions should be directed to the specific program director in advance of the trainee's planned absence.

10. Information Related to Eligibility for Specialty Boards

Programs will provide timely notice of the effect of leave(s) on the ability of trainees to satisfy requirements for program completion and direct residents on where to locate additional information about eligibility for certification by the relevant certifying board.

11. Institutional Policies and Procedures regarding Clinical Work, Education, and Moonlighting

Clinical and educational work hours are defined as all clinical and academic activities related to the training program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Clinical and educational work hours do not include reading and preparation time spent away from the duty site.

- Clinical and educational work hours must be limited to no more than 80 hours per week, averaged over a four-week period, inclusive of all in-house clinical and educational activities, clinical work done from home, and all moonlighting.
- Residents must be scheduled for a minimum of one day in seven free of clinical work and required education (when averaged over four weeks). At-home call cannot be assigned on these free days.
- Clinical and educational work periods for residents must not exceed 24 hours of continuous scheduled clinical assignments. Up to four hours of additional time may be used for activities related to patient safety, such as providing effective transitions of care, and/or resident education. Additional patient care responsibilities must not be assigned to a resident during this time.

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- Residents should have eight hours off between scheduled clinical work and education periods.
- Residents must have at least 14 hours free of clinical work and education after 24 hours of in-house call.
- Night float must occur within the context of the 80-hour and one-day-off-in-seven requirements.
- Residents must be scheduled for in-house call no more frequently than every third night (when averaged over a four-week period).
- Time spent in the hospital on patient care activities by residents on at-home call must count toward the 80-hour maximum weekly hour limit. The frequency of at-home call is not subject to the every-third-night limitation, but must satisfy the requirement for one day in seven free of clinical work and education, when averaged over four weeks. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident.

Trainee clinical and educational work hours, requirements which may be further defined by individual Review Committees, will be monitored to ensure compliance with written policies and procedures. Monitoring will occur with frequency sufficient to ensure an appropriate balance between education and service.

Trainees are not required to engage in moonlighting and NCH programs may prohibit moonlighting by trainees. Moonlighting may be permitted for those who hold a valid license to practice medicine and are in good standing. Trainees must obtain a prospective written statement of permission from their program director that must be made part of the trainee's file. Time spent moonlighting must not interfere with the trainee's reading and studying, family time, sleeping, relaxation, and most importantly, one's program requirements and academic performance at NCH. Under no circumstances should patient care at NCH be jeopardized or infringed upon because of moonlighting activities. The trainee's performance will be monitored for the effect of these activities upon performance. Adverse effects may lead to withdrawal of permission. NCH will not assume responsibility for credentialing the trainee nor assume any liability related to extramural moonlighting activities. Trainees on a J-1 visa sponsored by ECFMG are not permitted to moonlight.

12. Incorporation and Modification.

Incorporated herein are all policies governing the residents and residency program. In signing this agreement you agree to fully comply with all such policies and provisions. NCH may unilaterally

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modify its policies and procedures at any time. This Agreement may be unilaterally amended to comply with applicable law and regulation.

Resident accepts appointment at the NCH XX program as a PGY-X.

Signature of Resident

Date

Signature of Program Director

Date

Signature of Designated Institutional Official

Date