

FELLOWSHIP EMPLOYMENT AGREEMENT

THIS FELLOWSHIP EMPLOYMENT AGREEMENT (“**Agreement**”) is made and entered into as of the date of the last signature below, (the “**Effective Date**”), and is by and between BAPTIST PHYSICIAN GROUP, LLC, a Florida limited liability company (“**BPG**”), and NAME (“**Physician**”).

WITNESSETH:

WHEREAS, Physician has been selected to participate in an accredited unaccredited fellowship program (the “**Program**”) sponsored and directed by Andrews Research and Foundation Institute, LLC (“**AREF**”) and located at the Andrews Institute in Gulf Breeze, Florida; and

WHEREAS, BPG maintains a medical practice (the “**Practice**”) that renders medical services in the field of _____ Sports Medicine (the “**Specialty**”) as more particularly set forth in Article II (the “**Services**”); and

WHEREAS, as part of Physician’s employment hereunder, Physician shall be provided with post-graduate education and training as directed by AREF in the course of providing professional services to patients of the Practice; and

WHEREAS, Physician is duly licensed under the laws of the State of Florida and specialized in the Specialty; and

WEREAS, Physician warrants to BPG that there are no restrictions on his/her ability to accept such employment from BPG, such as a non-competition or other restrictive covenant, as of the Effective Date of this Agreement;

WHEREAS, BPG wishes to employ Physician and Physician wishes to be employed as a fellow to provide professional services to Practice patients and to obtain further post-graduate education and training as directed by AREF;

NOW, THEREFORE, in consideration of the mutual agreements, covenants, terms and conditions herein contained, the parties hereto agree as follows:

**ARTICLE I
EMPLOYMENT OF PHYSICIAN**

1.1 **Employment.** BPG hereby hires Physician, and Physician accepts such employment, to provide the Services in accordance with the terms of this Agreement. The employment of Physician by BPG is expressly conditioned upon the following: Physician meeting BPG's pre-employment screening; Physician continuously maintaining staff membership at Baptist Hospital, Inc. ("**Hospital**"); and Physician being ready, willing, and able to begin performing services on DATE (the "**Commencement Date**"). Physician agrees to devote Physician's best efforts, energies and skill to the discharge of the duties and responsibilities attributable to Physician's position, and to this end, Physician will devote Physician's full professional time and attention exclusively to the business and affairs of BPG, except as otherwise agreed to in writing by Physician and BPG. The recitals contained in the Witnesseth provisions hereof are contractual and not mere recitals and are incorporated herein by reference.

**ARTICLE II
RESPONSIBILITIES OF PHYSICIAN**

2.1 **Professional Duties.** Subject to Physician's professional judgment, Physician shall provide the following services that he/she is qualified to provide, customarily provides, and that are consistent with prevailing standards of professional practice as a physician specializing in the Specialty. Physician shall:

- (a) Participate in the fellowship sponsored and directed by AREF;
- (b) Abide by the policies and procedures of BPG, AREF, Hospital, and any other facilities in which Physician practices;
- (c) Be present at the Practice, Hospital, or where directed for professional duties at such times as shall be determined by BPG and AREF to be reasonably necessary and proper, but not less than forty (40) hours per week.

2.2 **Compliance with Bylaws, Rules and Regulations.** Physician agrees to be bound by, and comply with, the bylaws, policies, rules and regulations of BPG and AREF, as each may be amended and in effect from time to time, in the performance of duties pursuant to this Agreement.

2.3 **Patient Charts and Records.** Physician acknowledges that all charts and records of Practice Patients shall be and remain the property, and in the custody, of BPG.

2.4 **Malpractice Coverage.** Employer shall, at its own expense, provide professional liability coverage, in at least the minimum amount which the Hospital requires for the maintenance of privileges by physicians on its medical staff. The coverage shall insure Physician against any act, error or omission for which Physician may be liable as a result of Physician's performance of services on behalf of Employer and in accordance with the terms of this Agreement. The aforementioned coverage may be provided via a plan of self-insurance and shall only cover Physician while acting within the scope of his/her employment with Employer.

Physician shall be solely responsible for obtaining professional liability insurance for work outside the scope of his/her employment with Employer such as moonlighting or other activities, to the extent such activities are permitted under this Agreement. Physician shall be responsible for obtaining a policy of professional liability insurance coverage, including tail coverage, covering any act or omission by Physician prior to his/her commencement of employment with Employer and Physician shall provide proof of such coverage to Employer prior to the Commencement Date.

2.5 **Authority to Enter Contracts.** It is expressly agreed that Physician shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of BPG or its subsidiaries, whether oral or written, without the prior express written consent of BPG.

2.6 **Charity Care.** Physician agrees to provide charity care to patients treated by Physician as directed by BPG and to provide services to Medicare, Medicaid and other indigent patients as directed by BPG to satisfy any charity care requirements of BPG or its subsidiaries.

ARTICLE III DUTIES OF BPG

3.1 **Practice Facilities.** During the term of this Agreement, BPG shall provide and make available for the use of Physician, the space and facilities to be occupied by the Practice at such suitable facilities as BPG may designate in its discretion, and any future additions, modifications, or expansions thereof.

3.2 **Equipment.** BPG shall furnish for the use of Physician, all of the furniture, fixtures, equipment, supplies and disposables determined by BPG to be reasonably necessary for the proper and efficient operation and conduct of the Practice.

3.3 **Services.** BPG shall furnish the Practice with janitorial, messenger, laundry, gas, water, heat, answering service, telephone and electrical services as may be reasonably necessary for the proper and efficient operation and conduct of the Practice. BPG shall also provide such other administrative services as accounting, purchasing and medical records. BPG may provide these services through a third party independent contractor of BPG.

3.4 **Personnel.** BPG shall provide adequate personnel, including nursing, secretarial, reception, and administrative, to operate and maintain the Practice. BPG may provide these services through a third party independent contractor of BPG.

ARTICLE IV BILLING

4.1 **Billing.**

4.1.1 **Fees for Physician's Services.** Each patient receiving services from Physician shall be billed for such services. Physician's charges for the professional component of services performed or procedures performed by Physician shall be established by BPG. Such charges shall be reasonable and customary in the community. Physician's charges shall be

reviewed periodically, at least annually, by BPG to determine if such charges are reasonable and customary. Physician agrees and understands that charges for supplies and all other non-professional components of services shall be established by BPG.

4.1.2 Billing Procedures. On a daily basis, Physician shall accurately record professional services rendered and the charges therefor on forms provided by BPG. BPG, or a third party independent contractor of BPG, shall process such charges and shall post such charges on the patients' accounts. Such charges shall be designated on each patient's account as Physician's professional fee, and bills and statements relating thereto shall be rendered by BPG. Physician acknowledges that his billing and coding is subject to audit and will be audited regularly in accordance with BPG's usual practices. Ongoing or willful charting or coding inaccuracies shall be considered a material breach of this Agreement.

4.1.3 Participation in Managed Care Programs. As a condition of Physician's employment by BPG, Physician covenants to accept and actively participate in any managed care program proposed by or adopted by BPG from time to time during the term of this Agreement and to provide medical services to the Practice Patients (which may include, without limitation, Medicare, Medicaid, and unreimbursed patients).

4.1.4 Billing. Physician hereby irrevocably assigns to BPG all of Physician's rights to receive payment for medical services provided by Physician under this Agreement and agrees to take any action required for BPG's independent billing contractor to:

- (i) bill patients for medical services provided by Physician;
- (ii) collect accounts receivable generated by such billings;
- (iii) receive payments from patients and from third party payors, including, but not limited to, private insurance companies, Medicare, and Medicaid; and
- (iv) take possession of and have endorsed any notes, checks, money orders, insurance payments, and any other instruments received in payment of the accounts receivable generated by such billings.

For purposes of this Section 4.1.4, Physician grants BPG an irrevocable power of attorney to negotiate, enter into, and amend managed care contracts in the name of Physician. In the event a payor requires individual physicians to execute a managed care or other contract, Physician agrees to execute individually any such contract as directed by BPG.

ARTICLE V COMPENSATION AND BENEFITS

5.1 Compensation. Physician shall be entitled to an annual salary of \$50,000.00 per year, payable according to BPG's regular payroll practices. Appropriate taxes and deductions shall be withheld from the salary.

5.2 Benefits. BPG's current listing of benefits is set forth on Schedule 5.2 attached hereto and incorporated herein by reference. BPG may add to or subtract from the listing of benefits from time to time at its discretion, by giving Physician written notice to such effect. BPG

may update Schedule 5.2 from time to time at its discretion to reflect any changes in its benefits program.

5.3 **Vacation.** Due the short term of this Agreement, Physician shall not be entitled to vacation time. Non-emergent personnel time must be approved by the attending BPG physician.

ARTICLE VI TERM AND TERMINATION

6.1 **Term.** This Agreement shall be effective as of the Effective Date, and continue for an initial term of one (1) year from the Commencement Date, (the “**Initial Term**”). Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other.

6.2 **Termination by BPG for Cause.** Notwithstanding Section 6.1, BPG shall have the right to terminate this Agreement immediately at any time under any of the following circumstances:

- (a) Professional misconduct of Physician;
- (b) The filing for formal criminal charges against Physician for a felony and/or any crime involving moral turpitude which in the good faith opinion of BPG has had or may be expected to have a detrimental effect upon the reputation, character, or standing of BPG;
- (c) Physician’s clinical privileges at Hospital are reduced, suspended or terminated, or Physician’s license to practice medicine in the State of Florida is suspended or revoked;
- (d) Gross professional negligence by Physician;
- (e) Neglect of duty or violation of Hospital's or BPG’s Bylaws, policies, rules or regulations by Physician;
- (f) Loss, revocation or suspension of Physician's right to prescribe controlled substances;
- (g) Any material breach of the terms of this Agreement by Physician, which material breach is not corrected by Physician within thirty (30) days after written notice thereof is given to Physician by BPG;
- (h) Physician’s exclusion from participation in any state or federal Medicare or Medicaid program or any managed care program proposed or adopted by BPG;
- (i) Pursuant to Section 6.4;
- (j) Pursuant to Section 9.16.

6.3 **Physician's Right to Terminate for Cause.** Physician shall have the right to terminate this Agreement under any of the following circumstances:

- (a) BPG's material breach of any of the material terms or conditions of this Agreement, which material breach is not corrected by BPG within thirty (30) days after written notice thereof is given to BPG by Physician; or
- (b) Pursuant to Section 9.16.

6.4 **Death.** The term of this Agreement shall terminate on the date of Physician's death, in which event compensation and benefits owing to Physician through the date of Physician's death shall be paid to his/her estate. BPG shall have no further obligation or liability to Physician or Physician's estate.

6.5 **Tail Coverage.** After termination of this Agreement, but prior to the expiration of any statute of limitations period which might apply to any acts or omissions of Physician during the term of this Agreement, BPG shall maintain tail coverage covering occurrences during the term of this Agreement as to which claims may then still be asserted. BPG shall be responsible for 100% of the cost of the coverage required under this Section. The aforementioned coverage may be maintained via a policy of self-insurance. The obligations contained in this Section shall survive the termination of this Agreement.

ARTICLE VII INVESTIGATION OR EXCLUSIONS FROM A HEALTH CARE PROGRAM

7.1 **Representation and Warranty.** Physician represents and warrants that Physician is not under investigation or excluded from a state or federal health care program as of the Effective Date of this Agreement. Furthermore, Physician represents and warrants that no adverse action by the state or federal government that will or may result in exclusion from a state or federal health care program has occurred or is pending or threatened against Physician. Physician agrees that Physician shall not perform any act that shall cause Physician to be excluded or sanctioned from a state or federal health care program during the term of this Agreement.

7.2 **Notification Regarding Investigation or Exclusion.** In the event Physician is notified that he/she is the subject of a federal or state investigation or in the event Physician becomes excluded from a state or federal health care program, Physician shall notify BPG within one (1) business day following Physician's receipt of notification of such investigation or exclusion.

ARTICLE VIII INDEMNIFICATION

8.1 **By Physician.** Physician shall indemnify, hold harmless, and defend BPG, its trustees, officers, successors and assigns, from and against any and all liabilities, costs, damages, and expenses (including, without limitation, attorneys' fees and associated costs) resulting from or attributable to any acts or omissions of the Physician outside the scope of his/her employment

hereunder or which are otherwise not insured; provided, however, that such indemnification shall not include any consequential damages; further, to the extent that any such liabilities, costs, damages, or expenses are compensated for or covered by the coverages set forth in Section 2.4 or 6.5 of this Agreement, Physician shall not be required to indemnify, hold harmless, defend, or reimburse BPG for the same.

8.2 **By BPG.** BPG shall indemnify, hold harmless, and defend Physician and Physician's heirs and assigns, from and against any and all liabilities, costs, damages, and expenses (including, without limitation, attorneys' fees and associated costs) resulting from or attributable to any acts or omissions of BPG; provided, however, that such indemnification shall not include any consequential damages; further, to the extent that any such liabilities, costs, damages, or expenses are compensated for or covered by the coverages set forth in Section 2.4 or 6.5 of this Agreement, Employer shall not be required to indemnify, hold harmless, defend, or reimburse Physician for the same.

**ARTICLE IX
MISCELLANEOUS**

9.1 **Notices.** All notices, requests or demands and other communications from any of the parties hereto to the others shall be sufficient and shall be deemed given, made or served, on personal delivery or seventy-two (72) hours after deposit with the U.S. Postal Service if sent by certified mail, postage prepaid, return receipt requested, to the other parties at the addresses set forth below, or at any other address as any party may later designate by written notice.

As to BPG: Baptist Physician Group, LLC
Attn: Julie Cardwell
1717 North "E" Street, Suite 320
Pensacola, Florida 32501

With a copy to: Elizabeth C. Callahan, Esq.
Baptist Health Care Corporation
1717 North "E" Street, Suite 320
Pensacola, Florida 32501

As to Physician: FELLOW NAME

9.2 **Amendments.** Except as provided in Section 9.16, this Agreement may not be amended in whole or in part at any time except by a written instrument setting forth such changes and executed by all parties hereto.

9.3 **Binding Effect and Assignment.** No party shall have the right to assign this Agreement or delegate any of its responsibilities hereunder without the prior written consent of the other party, provided, however, that BPG may assign this Agreement to another entity controlled by or under common control with BPG without Physician's consent. Subject to the

foregoing, this Agreement shall be binding on and inure to the benefit of the parties and their heirs, executors, administrators, respective successors and permitted assigns.

9.4 **Headings.** The headings contained herein are for reference only, are not a part of this Agreement and shall have no substantive meaning.

9.5 **Dispute Resolution and Governing Law.** All disputes arising out of or related to this Agreement that cannot be resolved by the good faith cooperation of the parties shall be submitted to binding arbitration in Escambia County, Florida pursuant to the Florida Arbitration Code. The parties shall endeavor to agree upon one arbitrator, but in the event the parties cannot agree on an arbitrator, each party shall select its own arbitrator and those two shall select a third. The arbitrator(s)'s decision shall be binding and final upon the parties and judgment may be entered thereon in the state or federal courts of Escambia County, Florida, in which both parties submit to jurisdiction and venue. Each party shall share equally in the payment of the fees and costs of the arbitrator(s). Each party shall bear its own cost of arbitration, but in the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator(s)'s award, the other party shall be entitled to the cost of the suit, including reasonable attorney's fees, for having to compel arbitration or defend or enforce the award. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. Nothing contained in this Section 9.5 shall operate to prohibit BPG from seeking injunctive relief as set forth in the Confidentiality and Non Competition Agreement.

9.6 **Entire Agreement.** This Agreement, together with the Schedules, sets forth the entire understanding between the parties relating to the transactions described herein, there being no terms or conditions other than those contained herein, and all prior agreements or understandings, whether written or unwritten, are superseded by this Agreement.

9.7 **Additional Assurances.** The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, that at the request of any party, the other parties shall execute such additional instruments and take such additional acts as are necessary to effectuate this Agreement.

9.8 **Severability.** If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

9.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9.10 **Assignment of Patents and Copyrights.** Physician assigns to BPG any and all rights to any discovery, invention or other work product or trademark-able, patentable or copyrightable material, written, produced or published which (a) is the result of research carried on by Physician if a portion of the costs therefor is paid from BPG (or its corporate affiliates')

funds or from funds under the control of or administered by BPG or its corporate affiliates, or (b) is created or produced by the Physician as a result of activities performed for or on behalf of BPG or its corporate affiliates, whether or not expressly directed, or (c) has been developed in whole or in part by utilization of BPG or its corporate affiliates' resources, facilities or personnel.

9.11 **Access to Books and Records.** Physician shall make available to the Secretary of Health and Human Services or the Comptroller General of the United States (or any of their duly authorized representatives), this Agreement including any amendments, and any books, documents and records that may be necessary to verify the nature and extent of the payments made by BPG to Physician under this Agreement. Access shall be limited to a period of four (4) years after the furnishing of the services provided under this Agreement and shall be in accordance with the written regulations established by the Secretary of Health and Human Services or the Comptroller General of the United States.

9.12 **Waiver.** Any waiver or consent from BPG with respect to any term or provision of this Agreement or any other aspect of Physician's conduct or employment shall be effective only if provided in writing and only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of BPG at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to any term or provision of this Agreement or any other aspect of Physician's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect BPG's right at a later time to enforce any such term or provision.

9.13 **Confidentiality.** Physician agrees to keep the terms of this Agreement confidential and will not disclose the contents of the Agreement, or any portion hereof, except as may be required by legal process or as may be necessary for the purpose of obtaining legal, financial, or tax advice and counsel.

9.14 **Attorneys' Fees and Costs.** If either party commences a civil court action against the other to enforce any of the terms hereof or because of the breach by either party of any of the covenants, terms or conditions hereof, the prevailing party shall be entitled to costs, expenses, and reasonable attorneys' fees at both trial and appellate levels, incurred in connection with the bringing and/or defense of any such action.

9.15 **Fraud and Abuse Law.** The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local and federal law, including the Medicare/Medicaid anti-fraud and abuse law. Notwithstanding any unanticipated effect of any of the provisions herein, neither of the parties will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse laws.

9.16 **Legal Developments.** This Agreement shall terminate immediately upon either party giving written notice to the other party in the event that counsel for such party determines in good faith that the execution and delivery or performance of this Agreement by such party, or the performance by such party of any provision hereof, or any matter contemplated hereby, either separately or in conjunction with other activities by such party, creates a significant risk of the

party (or any affiliate) being deemed in violation of any legal or regulatory requirement applicable to such party (or any affiliate) (including, but not limited to, laws or regulations that may be applicable to such party (or any affiliate) by virtue of its participation in any third-party payment program or its tax-exempt status) as such requirement is interpreted by any agency or instrumentality of federal, state, or local government charged with enforcement of such requirement; provided, however, that if such determination applies only to certain provisions of this Agreement, such determination shall not affect the duty of the parties to perform the remaining provisions of this Agreement unless the failure to perform the affected provisions would defeat the essential purposes of this Agreement.

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

BAPTIST PHYSICIAN GROUP, LLC

By: _____
Julie Cardwell, President

Date: _____

PHYSICIAN

NAME

Date: _____

**SCHEDULE 5.2
BASIC BENEFITS**

See attached benefits booklet.

**SAMPLE
Subject to Change**

**ANDREWS RESEARCH AND EDUCATION FOUNDATION
APPOINTMENT AGREEMENT 2020-2021**

This Appointment Agreement is entered into this 1st day of DATE between Andrews Research & Educational Foundation, Inc., a Florida not for profit corporation, ("AREF") or "Sponsoring Institution" and _____("Fellow").

A. APPOINTMENT

The Fellow is hereby appointed by AREF as an **Accredited** fellow in the **Primary Care Sports Medicine** fellowship program. In this capacity, the Fellow will participate in a graduate medical education program which includes, but is not limited to, classroom and lecture sessions, patient care responsibilities, and other activities as determined by Fellow's specific graduate medical education program. The Fellow agrees to perform all duties and services in a competent, professional, and effective manner. The Fellow agrees to abide by the policies, procedures, rules and regulations of AREF, as these policies, procedures, rules and regulations currently exist and may from time to time be amended. The Fellow and AREF acknowledge that, during the Fellowship Program the Fellow is not an employee of AREF, but rather is an employee of Baptist Physician Group, LLC ("BPG") and that the terms and conditions of the Fellow's employment are governed by the Employment Agreement between Fellow and BPG. To the extent of any conflict between the terms and conditions of this Appointment Agreement and the BPG Employment Agreement, the terms of the BPG Employment Agreement will govern if the matter concerns employment and the terms of this Appointment Agreement shall govern if the matter concerns the fellowship program.

B. DURATION OF APPOINTMENT

The term of this Agreement is for one (1) year beginning _____ and ending _____.

C. FELLOW RESPONSIBILITIES

The goal of the fellowship program is to provide the Fellow with an extensive experience in the art and science of medicine in order to achieve excellence in the diagnosis, care and treatment of patients. To achieve this goal, the Fellow agrees to do the following:

1. Pursuant to the terms and conditions of the BPG Employment Agreement, assume responsibilities for the safe, effective and compassionate care of patients, consistent with the Fellow's level of education and experience.
2. Participate fully in the educational and scholarly activities of the fellowship program and, as required, assume responsibility for teaching and supervising residents and medical students.
3. Develop and participate in a personal program of self-study and professional growth with guidance from the teaching staff.
4. Participate in institutional programs, committees, councils, and activities involving the medical staff as assigned by the program director, and adhere to the established policies, procedures and practices (to include standards of behavior) of the sponsoring institution and its affiliated institutions.
5. Participate in clinical research with at least one (1) project completed and submitted for peer-review by the end of the fellowship appointment.

6. Participate in the evaluation of the program and its faculty.
7. Develop an understanding of ethical, socioeconomic, and medical legal issues that affect the practice of medicine.
8. Participate in educational experiences required to achieve competence in patient care, medical knowledge, practice-based learning improvement, interpersonal and communication skills, professionalism, and systems-based practice.
9. Keep patient care charts, records and reports up-to-date and signed in a timely manner.
10. Report accurate and honest duty hours information.
11. Adhere to ACGME Institutional, common program requirements, and respective program's requirements.

D. SPONSORING INSTITUTION AND PROGRAM REQUIREMENTS

1. The Sponsoring Institution and its Program agree to provide a learning and working environment in which fellows have the opportunity to communicate and exchange information, raise concerns, and provide feedback to the Sponsoring Institution without intimidation and retaliation and in a confidential manner.
2. Provide access to information related to eligibility for specialty board examinations.
3. Educate and monitor accurate completion of required documentation by fellows and identification of mistreatment.

DI. ATTENDING PHYSICIAN RESPONSIBILITIES AND SUPERVISION

Attending Physicians are responsible for and personally involved in care provided to individual patients. Attending Physicians direct the care of the patient and provide the appropriate level of supervision based on the nature of the patient's condition, the likelihood of major changes in the management plan, the complexity of care, and the experience and judgment of the fellow being supervised. (See AREF GME Supervision policy)

DII. FINANCIAL CONTRIBUTION

As BPG provides salary and benefits, to include options for health insurance, dental insurance, disability insurance, life insurance, behavioral health services, etc (see Baptist Team Member Benefits booklet); AREF will provide the following to Fellow:

1. Reimbursement for onboarding expenses as outlined in the AREF Fellows Program-Covered Expenses Policy.
2. Uniform items as outlined in the AREF Fellows Program-Covered Expenses Policy.
3. Conference Reimbursement as outlined in the AREF Fellow Conference Budget Policy.
4. Waiver of registration fees to on-site CME courses conducted by AREF/Andrews Institute.
5. Reimbursement for reasonable food and travel expenses related to high school and college football coverage, including pre- and post-participation physicals.

G. DRESS CODE

Fellows will be professionally dressed in suit and tie every day. Scrubs are available in the AIASC (Andrews Institute Ambulatory Surgery Center) and are not to be worn outside of the surgery center. Fellows will be provided appropriate uniform items from the Outreach Department to wear to football games and other sporting events. These are to be worn with black or brown chino pants. (See AREF GME Dress Code policy)

H. CLINICAL EXPERIENCE AND EDUCATION HOURS

Fellow Clinical Experience and Education Hours and on call schedules will conform to the Accreditation Council for Graduate Medical Education (ACGME) requirements. All Fellows are expected to appear for duty appropriately rested and fit to provide the services required by their patients. (See AREF GME Clinical Experience and Education Hour-Moonlighting policy)

I. MOONLIGHTING AND OTHER PROFESSIONAL ACTIVITIES

Fellowship is a full-time educational endeavor. Fellows are not required to engage in moonlighting or other professional activities outside of the program. Accordingly, the fellow shall neither accept nor engage in employment or professional activities (moonlighting) outside of the training program without the prior written approval of the appropriate Program Director, the DIO and BPG. If prior approval to moonlight is obtained, IT IS THE SOLE RESPONSIBILITY OF THE FELLOW TO OBTAIN AND PROVIDE PROFESSIONAL LIABILITY INSURANCE (MALPRACTICE) COVERAGE FOR ALL EMPLOYMENT ACTIVITIES WHICH ARE NOT AN OFFICAL PART OF THE FELLOW'S TRAINING PROGRAM. However, adverse events may lead to withdrawal of permission to moonlight. When fellows participate in moonlighting, the moonlighting hours will be counted toward the 80 hour work week limit. (See AREF GME Clinical Experience and Education Hour-Moonlighting policy)

J. LEAVE

Due to the short term of this agreement, the Fellow shall not be entitled to vacation time. Non-emergent personal time must be approved by the Attending physician, Program Director and DIO/Fellowship Manager. FMLA, maternity leave, and other leaves of absence must be approved by the Program Director, DIO and BPG. Such leave granted may require additional training time to meet program requirements. (See AREF GME Off-campus and Leave policy)

K. PHYSICIAN IMPAIRMENT AND SUBSTANCE ABUSE

BPG provides education on physician impairment (including substance abuse) to fellows. Appropriate confidential counseling services are provided in a non-punitive fashion, when necessary. (See BHC Credentials policy)

L. HARASSMENT

BPG and AREF provide a work environment free from sexual and other forms of harassment and will discipline a fellow guilty of committing such conduct. (See BHC Harassment Policy)

M. DRUG FREE WORKPLACE

The illegal manufacture, illegal distribution, illegal dispensation, illegal possession, or illegal use of narcotics, drugs, or other controlled substance is strictly prohibited by both BPG and AREF.

N. GRIEVANCE PROCEDURES AND DUE PROCESS.

Any Fellow who disputes any action of any party shall have the right to appeal said action through AREF's policies, as from time to time amended. Violations of this Appointment Agreement may also be appealed in the same manner. Each fellow will receive a copy of said policies at the time training begins. The fellows' Grievance Procedures and Due Process policy will be used for such disputes. (See BHC Credentials Policy)

O. TERMINATION

It is the intent of the Fellow and AREF that this Agreement shall be for a period of one (1) year, provided, however, that AREF has the option to immediately terminate this Agreement "for cause". Termination for cause includes, but is not limited to the following:

1.1. Incapacitating illness, which in the judgment of AREF precludes the Fellow from participation in the graduate medical education program and patient care activities.

1.2 Failure by the Fellow to abide by policies of AREF.

- 1.3 Failure by the Fellow to demonstrate, meet, or maintain satisfactory levels of professional and/or clinical performance required by the fellowship program.
- 1.4 Failure by the Fellow to comply with licensure, registration, or certification requirements and/or failure by the Fellow to maintain authorization for employment in the United States.
- 1.5 Actions which directly violate any of the terms of this Appointment Agreement.
- 1.6 Willful or inexcusable breaches of AREF rules or regulations.

P. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida

AREF

Ashton Hayward
President

Date: _____

Program Director

PD Name

Date: _____

Fellow

Fellow Name

Date: _____

SAMPLE Change
Subject to