# FLORIDA ATLANTIC UNIVERSITY CHARLES E. SCHMIDT COLLEGE OF MEDICINE

## 2026-2027 RESIDENT/FELLOW CONTRACT

This Resident/Fellow Contract (hereinafter "Contract") is made and entered into by and between Florida Atlantic University Board of Trustees ("University"), a public body corporate of the State of Florida, on behalf of the Florida Atlantic University Charles E. Schmidt College of Medicine ("College of Medicine"), and **{FirstName} {LastName}**, **{ D e g r e e }** ("Resident/Fellow"). In consideration of the mutual promises and conditions set forth in this Contract, University and Resident/Fellow agree as follows:

I. University Appointment: Resident/Fellow accepts this full-time (1.0 FTE) appointment to a **{position type}** position in the University's **{Training Program}** ("Program") which is approved by the Accreditation Council for Graduate Medical Education ("ACGME"), as a **{Training Type}-{Level}** for a twelve-month period beginning **{Start date}** ("Contract Year"). If permitted, this Contract shall automatically be extended beyond the twelve-month period for such amount of time as is necessary to allow the Resident/Fellow to make up for interruptions and/or extensions in training at the **{Training Type}-{Level}** level, if approved in advance by the Program Director and if sufficient funding exists for such extension. This Contract will not be in effect for any period of time in which Resident/Fellow is not in the training program.

This Contract, including all attachments hereto, constitutes the entire agreement between the Resident/Fellow and the University and supersedes any and all prior and contemporaneous oral or written agreements (including any prior year contracts or appointments) or understandings between the University and Resident/Fellow. This Contract is contingent upon the completeness and accuracy of the onboarding requirements (Attachment A) prepared and submitted by Resident/Fellow. Falsification of any of Resident's/Fellow's documents or failure by Resident/Fellow to meet eligibility requirements constitute a basis for non-appointment, non-renewal of appointment, or termination.

This Contract governs the relationship between the University and Resident/Fellow in conjunction with regulations, policies and procedures of the University, the College of Medicine (including, but not limited to the Graduate Medical Education Policies and Operations Manual ("GME Manual") and applicable Program policies), the hospitals and clinical sites to which the Resident/Fellow will be assigned, and applicable accrediting agencies.

A. Resident/Fellow Responsibilities: Clinical trainees are expected to fulfill the following personal, educational, and administrative responsibilities.

Standards of Conduct: Residents/Fellows shall adhere to the Standards of Conduct described in University Regulations 5.011 and 5.012 and University Policy 7.2. Residents/Fellows shall exhibit behavior supporting the mission, purposes and best interests of the Program. Possession and demonstration of critical thinking skills, sound judgment, emotional stability and maturity, empathy for others, and the ability to learn and function in a variety of settings are required. Acts of

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misconduct, including off-duty offenses, and/or other departures from the Standards of Conduct described in University Regulations 5.011 and 5.012 and University Policy 7.2 will subject the Resident/Fellow to discipline including the termination of this Contract at the discretion of the Program.

Personal responsibilities:

- Dressing appropriately, using appropriate language, refraining from actual or perceived harassment, and interacting with patients, families, and co-workers in a congenial, professional and constructive manner.
- Demonstrating a commitment to excellence in all aspects of their activities.
- Positively representing the University and the affiliated institutions and affiliated hospitals in all activities, both within and outside of the workplace.
- Developing and following a personal program of self-study and professional growth under guidance of the Program's teaching faculty.
- Developing an understanding of ethical, socioeconomic and medical/legal issues that affect the practice of medicine and graduate medical education training.

Educational responsibilities include:

- Executing all duties assigned under the clinical rotation and on-call schedule as may be established and amended by the Program Director.
- Participating in safe, effective and compassionate patient care under supervision, commensurate with the clinical trainee's level of advancement and responsibility at sites specifically approved by the Program Director.
- Participating fully and performing satisfactorily in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director and/or as necessary for the completion of applicable graduation requirements.
- Assuming responsibility for participation in the teaching of more junior trainees and medical students.
- Attending all educational conferences as required and participating in educational programs, activities and required courses.
- Participating in applicable departmental and institutional committees, especially those relating to patient care review activities.
- Completing faculty and program evaluations and any other paperwork required by the Program.
- Complying with all ACGME requirements including but not limited to those regarding clinical and educational work hours and moonlighting. Please refer to specific ACGME institutional requirements and Review Committee (RC) program requirements at www.acgme.org, as well as the GME Manual for additional information.
- Complying with institutional and program-specific requirements regarding record keeping, logging and/ or reporting clinical and educational work hours and work hour violations.
- Complying with the scope of practice documents pertinent to the training program and obtaining an appropriate level of supervision for all patient care activities.
- Applying for USMLE Step 3 or COMLEX Level 3 by the end of the first year of training (PGY1).

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Failure to pass by the end of the second year of training will result in termination from the training program. Re-hire will be at the discretion of the Program Director, in consultation with the DIO.

Administrative responsibilities include:

- Fully cooperating with the Program and University in coordinating and completing RC and ACGME accreditation submissions and activities. This includes participation in any review of a clinical trainee's own training program as well as participation on the GME Subcommittees to assess other training programs.
- Abiding by and adhering to all applicable state, federal and local laws, as well as the standards required to maintain accreditation by the Joint Commission, ACGME, and any other relevant accrediting, certifying or licensing organizations.
- Participating in institutional programs and activities involving the medical staff and adhering to established regulations, practices, procedures, policies, and medical staff by-laws (if any) of the University and of the relevant affiliated institutions and affiliated hospitals.
- Submitting to health screenings that may include tests for drug & tobacco use. Supplementary tests may be performed at any point during training as deemed necessary and may include tests for drug use and alcohol abuse.
- Applying for in a timely manner, obtaining and providing the University with evidence that he/she has obtained certifications, licenses, visas, test results, work permits and registrations required by state, federal or local laws and regulations to enroll and remain in graduate medical education training in the State of Florida.
- Abiding by and adhering to hospital standards including the legible and timely completion of patient medical records, charts, reports, statistical operative and procedure logs.
- Complying with the regulations, policies and procedures of the University and College of Medicine pertaining to all employees as well as those specific to clinical trainees that are contained in the GME Manual.
- Paying all financial obligations to the University in a timely manner. The Resident/Fellow agrees that, in the event he/she has any unpaid financial obligation(s) to the University, the University is authorized to withhold issuance of the certificate of program completion until all such financial obligations are paid in full and/or take additional action under Regulation 6.012.

B. Duration of Appointment: While it is generally understood that reasonable efforts will be taken to assure that a Resident/Fellow who has met all requirements of his/her training program and conducted himself/herself appropriately will be allowed to complete the training program to which he/she was accepted, this Contract is for (1) one twelve-month training period only and is subject to renewal prior to each academic year by mutual agreement until the training program is successfully completed. The terms and conditions of renewal and the terms and conditions of the Contract for future academic years may change at the University's discretion or as required by the ACGME. In addition, acceptance into an initial residency or fellowship at the University does not assure acceptance into subsequent advanced training programs, nor does it assure transfer into another training program at the University.

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C. Compensation: The University agrees to compensate the Resident/Fellow during the above Contract period under this Contract at the rate of **${Salary}** per annum. A factor of 26.1 is used to annualize the biweekly salary. All Residents/Fellows at comparable levels will be compensated according to the same schedule. Any exception to this policy must be approved in writing by the University's College of Medicine Dean or his/her designee. All Residents/Fellows will receive the same benefits package from the University. Reimbursement will not be available for expenses incurred as a result of travel to and from sites affiliated with the University. In addition, the University will not provide the Resident/Fellow with reimbursement for initial relocation expense, or provide any housing subsidy.

D. Professional Education Allowance: A professional development allowance is available for residents and fellows in good standing during the academic year, which may be used for obtaining educational conference attendance, books or educational materials, or for other professional development activities or purchases approved by the Program Director and College of Medicine Dean for Finance. Residents/Fellows should refer to the GME Policy on Leaves and Summary of Resident/Fellow Benefits for further information about the use of the professional education allowance and reimbursement procedures.

E. Other Perquisites: Residents/Fellows who are assigned to take in-house call will receive meals and suitable quarters for sleep and study. Neither the University nor the affiliated institutions or affiliated hospitals provide sleeping facilities or food for family members. Parking will be provided at all affiliated hospital sites at no cost to the Resident/Fellow.

F. Conditions for Promotion: You will be evaluated periodically throughout your Contract year. In order to be eligible for Contract issue for the next year of training, a Resident/Fellow must be in good standing with the University. Promotion requires, at a minimum, satisfactory progress in the training program, passing score on USMLE Step III or COMLEX Level III for all PGY levels beyond PGY2 and certification, as applicable.

This Contract may be renewed, in writing, upon recommendation by the Program Director until the Program is successfully completed. Contracts generally are delivered during the second half of each academic year and each such Contract is contingent upon the Resident's/Fellow's satisfactory completion of the then academic year. Therefore, in the event a Resident/Fellow is dismissed at any time during the academic year, fails to satisfactorily complete the academic year, or a decision is made not to renew a Resident's/Fellow's contract, any previously issued contract shall be considered null and void. The Resident/Fellow shall generally be provided written notice of the intent not to reappoint at least 120 days prior to termination of the current contract year as provided in the GME Evaluation, Promotion and Completion of Training Policy. However, if the primary reason(s) for the non-renewal or non-promotion occurs within the four months prior to the end of the agreement, the Sponsoring Institution must ensure that its programs provide the resident(s) with as much written notice of the intent not to renew or not to promote as circumstances will reasonably allow, prior to the end of the agreement. Individuals who are not re-appointed have full rights of appeal as described in the GME Manual under the "Disciplinary, Appeal, and Dismissal Process" Policy.

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Furthermore, the terms and conditions of this Contract for future appointments may, in the University's discretion or as required by the ACGME, be modified.

G. Grievance and Due Process: The University endorses the principle of progressive discipline and seeks to address substandard performance and/or conduct with the least-severe action necessary to effect the desired change. Any academic, professional or other disciplinary action, including dismissal, which may be taken against a Resident/Fellow, will be in accordance with applicable regulations, policies and procedures as described in the GME Manual under the "Disciplinary, Appeal, and Dismissal Process" Policy. The procedure and specific directions for filing a grievance are found in the GME Manual under the "Grievances" Policy. This grievance process for Residents/Fellows replaces any other grievance process that may apply to other University employees or students. Residents/Fellows are advised that defined time intervals apply to most grievances, and delay beyond these prescribed times may exclude the possibility of filing a grievance. If possible, the Office of GME will assist Resident/Fellow seeking to file a grievance.

H. Other Policies:

The GME Manual also contains policies that address Resident/Fellow rights and protections provided to them under state, local, and federal law. These policies include, but are not limited to, the following and are administered or overseen by the regulatory bodies as indicated:

- "Resident Impairment" policy– relevant authorities include the Florida Medical Practice Act, the Florida Board of Medicine, the Florida Department of Professional Regulation and the Professionals Resource Network (PRN)
- "Anti-Discrimination and Anti-Harassment Regulation" (University Regulation 7.008) and "Prohibited Discrimination and Harassment" (University Policy 7.14) administered by the University Office of Civil Rights and Title IX (OCR9)
- "Affirmative Action Accommodation" and "Equal Employment Opportunity" policy administered by the University OCR9

II. University Benefits: The University will provide the following benefits to Resident/Fellow and to eligible dependents as indicated in the referenced GME Manual policy.

A. Professional Liability Coverage: Florida law affords immunity from personal liability for FAU healthcare providers when their care and treatment of patients becomes the subject of a claim or lawsuit, provided certain criteria are met. Specifically, FAU healthcare providers will not be held personally liable for medical negligence, if the negligent act or omission occurred while the healthcare provider was acting within the scope of the provider's FAU employment. In practical terms, this means that, when a FAU healthcare provider is performing duties within the scope of the provider's employment with FAU, and the provider's care is alleged in a claim or lawsuit to have been negligent, the provider will not be held responsible personally for any monetary damages that might result from the claim or lawsuit. The State of Florida and, in particular, the FAU Board of Trustees are, as a matter of law, the proper defendants in any claim or lawsuit alleging medical negligence on the part of a FAU healthcare provider. The FAU Board of Trustees is protected for its professional and general liability through the FAU College of Medicine Self-Insurance Program

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("FAU SIP"), created by the Florida Board of Governors pursuant to Section 1004.24, Florida Statutes. The liability of the FAU Board of Trustees is limited to $200,000 per claim and $300,000 per occurrence, in the absence of a claims bill. Any questions you may have regarding these matters should be addressed to the FAU SIP at (352) 273-7006, toll free at (844) MY FL SIP (844-693-5747), or visit their website at MYFLSIP.com.

While providing services pursuant to your University appointment, should a patient suffer an injury as a consequence of your acts, the acts of any FAU provider, or the acts of an FAU student or Resident/Fellow under your supervision, you must report the incident to the FAU SIP by calling ((352) 273-7006.

Please note that any practice of medicine outside your appointment, your clinical assignments in an FAU-sponsored residency or fellowship program or the College of Medicine Faculty Practice Plan is not a part of your assigned function at FAU and is not covered through the FAU SIP. Therefore, you agree that under this appointment, you will not represent to any party that your personal practice of medicine is in any way related to FAU, or that you are an agent of FAU or its Board of Trustees for any clinical or contracting purposes, except as described above.

The SIP also affords Resident/Fellow professional liability protection in certain circumstances when they act in the role of a "Good Samaritan", when volunteering in community service work outside the course and scope of their University employment, which community service work has been pre-approved by the University and the FAU SIP, and when serving on a University educational assignment outside of Florida. Feel free to contact the FAU SIP at (844) MY FL SIP (844-693-5747) or (352)273-7006 for details.

B. Health, Disability, and Life Insurance: The University will provide health, disability, and life insurance benefits to Residents/Fellows and their eligible dependents as described in the GME Leave and Summary of Resident/Fellow Benefits Policy. Residents/Fellows have the option to decline this benefit.

C. Wellness and Psychological Support Services: The FAU College of Medicine promotes Resident/Fellow well-being and ensures the availability of resources for mental, physical and emotional wellness to all trainees, including education on the symptoms of stress and burnout, depression, and substance abuse, as well as administration of periodic wellbeing assessments. The GMEC provides oversight of each Program's individual wellness initiatives, which are developed with Resident/Fellow input to meet the needs of the particular program. Access to confidential mental health services is made available through FAU's Employee Assistance Program and the Palm Beach County Medical Society's Physician Wellness Program.

D. Vacation and Leaves of Absence: The FAU College of Medicine provides up to 4 weeks of paid time off per academic year as well as opportunities for leaves of absences. Refer to the GME Manual under the "Leaves and Summary of Trainee Benefits" Policy for information about the various types of Leaves of Absence that Residents/Fellows may be entitled to.

E. Eligibility for Specialty Board Examination: Board examination eligibility for Residents/Fellows will be determined at the completion of training. Eligibility may be delayed by leaves of absence

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that result in extension of training. The Program Director will provide a final written summative evaluation of Resident/Fellow performance as documentation of Resident's/Fellow's professional ability to practice in the designated area of specialization without supervision.

F. Moonlighting: Resident/Fellow may not participate in outside employment (or moonlighting) except as outlined in the GME Manual under the "Moonlighting" Policy and the policies and procedures of the individual training program. The FAU SIP does NOT provide liability coverage or insurance for Resident/Fellow participating in moonlighting. For General Surgery residents, and other programs with a value-added year, see applicable Program-specific policies regarding clinical activities during the value-added year in scholarship.

III. Other Considerations:

A. Referrals and Non-Competition: Resident/Fellow will not be required to refer patients or services to any affiliated hospital or clinical site, nor will any referrals made by Resident/Fellow to an affiliated hospital or clinical site be tracked. Residents/Fellows are encouraged to appropriately coordinate care based on the medical needs of the patient. FAU will not compensate residents/fellows in any manner that is related to the volume or value of referrals by such physicians to any affiliated hospital or clinical site. The University does not require Residents/Fellows to sign a non-competition guarantee or restrictive covenant.

B. Business Relationships & Outside Activity: Residents/Fellows must provide a full disclosure of any and all business relationships, consulting agreements or other outside activity upon hiring and on an annual basis pursuant to University Policy 7.3. University approval is required for all outside activity to avoid conflicts of interest or conflicts of commitment. Disclosure is a continuing requirement and must be updated on an ongoing basis. An Outside Activity Report must be completed and provided with other onboarding documents. Additional information may be accessed via https://www.fau.edu/compliance/conflict-of-interest/ .

Certain relationships, interests and activities, including without limitation contractual or employment relationships with entities or agencies doing business with the University, are prohibited under the Florida Code of Ethics for Public Officers and Employees and cannot be approved.

C. Clinical Records: Any patient and/or medical records generated for care and treatment in the course of your University employment are the property of the University or affiliated hospital or physician practice, pursuant to Florida law.

D. Right to Modify: The University reserves the right to make changes without notice at any point to this Contract or any aspect of its GME programs.

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{FirstName} {LastName} (signature) Date
Resident/Fellow

{Program Director} (signature) Date
Program Director, {Training Program}

Lisa Clayton, DO (signature) Date
Designated Institutional Official

**On behalf of the Florida Atlantic University Board of Trustees:**

Ken Dawson-Scully, Ph.D. (signature) Date
Provost and Executive Vice President for Academic Affairs

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Attachment A

# Onboarding requirements

1) completion of the mandatory (paid) Florida Atlantic University and applicable hospital on-site orientation programs beginning June 15, 2026;
2) satisfactory completion of all forms from the University and University's affiliate hospitals;
3) successful completion of a background check;
4) submission of a satisfactory drug screening result;
5) completion of required immunizations and health record documentation;
6) completion of a physical examination;
7) documentation of valid work authorization;
8) approval for a Florida Medical license;
9) completion of assigned curricula;
10) submission of official level-specific licensing board examination score report;
11) completion of program-required certification courses;
12) completion of University's Report of Outside Employment or Professional Activity form(s)

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