Sample Resident Agreement

GRADUATE MEDICAL EDUCATION
RESIDENT STAFF AGREEMENT

This Graduate Medical Education Resident Staff Agreement ("Agreement") is entered into as of Month , Year by and between, Presence Chicago Hospitals Network an Illinois not-for-profit corporation d/b/a Presence Saint Francis Hospital ("Presence Facility"), and Insert Name of Resident ("Resident") (each a "Party" and collectively the "Parties").

PURPOSE OF AGREEMENT

1. Resident is a graduate medical student who has been accepted for enrollment in an advanced graduate medical training program ("Program") in the specialty of Insert Specialty at the Presence Facility.

2. The Program allows Resident to be directly involved in providing patient care under supervision in an institution that accepts responsibility for the quality of its education programs.

3. During his/her training, Resident will, as described below, receive an annual stipend and other support, the amount of which is not related to the nature of services Resident renders or the number of hours he/she spends in patient care.

4. The Parties recognize that excellence in patient care must not be compromised or jeopardized by the needs and prerogatives of the Program, nor should the educational mission be compromised by an excessive reliance on Resident to fulfill institutional service obligations.

NOW THEREFORE, in consideration of the above purposes, and the terms and conditions set forth herein, the Parties mutually agree as follows.

ARTICLE 1
RESIDENCY PROGRAM

1.1 Program Description and Duration.

(a) Duration of Program/Term: This Agreement and corresponding Resident’s participation in the Program shall begin on Month , Year (the "Commencement Date") and end on Month , Year, unless terminated sooner in accordance with this Agreement ("Term"). The Term may not exceed one (1) year unless renewed or extended by Presence Facility.

(b) Field of Graduate Medical Education:

(c) Level of Training: PGY Level

1.2 Annual Stipend. Presence Facility shall pay Resident an annual stipend of Dollars ($ ) in accordance with Presence Facility’s usual payroll and withholding practices.
1.3 **Benefits.** Presence Facility shall provide Resident with benefits as outlined on the Benefit Schedule attached hereto as Exhibit A, and made a part hereof, subject to all eligibility, requirements and other conditions as reasonably established by Presence Facility. Presence Facility benefits may be amended by the Presence Facility from time to time. Resident is not eligible for any benefits that are not specifically set forth in this Agreement and in Exhibit A.

1.4 **Site Specific Terms.** Resident shall be subject to the Additional Site Specific Terms as outlined Exhibit B, and made a part hereof.

**ARTICLE 2**

**PRESENCE FACILITY OBLIGATIONS**

2.1 **Environment of Training.** Presence Facility shall provide a suitable environment for Program training consistent with the standards promulgated from time to time by the Accreditation Council for Graduate Medical Education ("ACGME") in the "Essentials of Accredited Residencies for Graduate Medical Education"; the Council on Podiatric Medical Education ("CPME"); and/or the American Osteopathic Association ("AOA"), as may be amended from time to time.

2.2 **Designation of Director.** Presence Facility shall designate a director ("Program Director") responsible for the implementation of this Agreement and for the overall supervision of Resident.

2.3 **Resident Involvement.** Presence Facility shall facilitate involvement of Resident in appropriate Presence Facility councils or committees addressing patient care issues.

2.4 **Impairment and Substance Abuse Education.** Presence Facility shall provide Resident with an educational program regarding physician impairment, including substance abuse. Presence Facility shall inform Resident of, and make available, the Presence Facility's written policies for handling physician impairment, including impairment related to substance abuse.

2.5 **Duty Hours.** Presence Facility shall be responsible for promoting patient safety and education through appropriate Resident duty-hour assignments and faculty availability. Presence Facility shall abide by all ACGME, AOA, or CPME requirements, as applicable, regarding duty hours and the work environment for Residents.

2.6 **Sexual Harassment Policy.** Presence Facility's policy, which will be made available to Resident, defines and prohibits sexual harassment and sets forth a protocol whereby complaints of sexual harassment may be addressed in a manner consistent with the law and due process. Such policy on sexual harassment may be changed by the Presence Facility from time to time, as appropriate and consistent with applicable law.

2.7 **Presence Facility Sponsored Counseling.** Presence Facility provides Resident access to participation in Presence Facility-sponsored counseling, medical, psychological, and other support services on a confidential basis, including matters relative to a Resident's impairment. These services are described in the Presence Facility's Employee Assistance Program materials, a copy of which will be made available to Resident, which set forth the various forms of employee assistance provided by the Presence Facility to Resident. Such policy may be changed by the Presence Facility from time to time, as appropriate.
2.8  **Restrictive Covenant.** A non-competition clause will not be required to be signed by Resident in any graduate medical education program within Presence Health.

**ARTICLE 3**

**RESIDENT’S OBLIGATION**

3.1  **State of Illinois Medical Licensure.** Resident shall acquire and maintain the appropriate State of Illinois Medical Licensure (at Resident’s expense) as defined by the Illinois Medical Practice Act prior to the Commencement Date. A Resident will not be permitted to begin the Program under any circumstances until the appropriate license has been obtained. Failure to comply with this requirement will be grounds for immediate suspension or termination of appointment. The State of Illinois grants the medical license for the length of the Program with an automatic extension of fourteen (14) days at the end of the Program for the benefit of orientating new incoming Residents.

3.2  **Background Checks and Drug Screen Compliance.** A criminal background check and drug screen, as required by and acceptable to the Presence Facility, are required of each Resident at or near Commencement Date. Throughout the Program, Resident is subject to the Presence Facility drug and alcohol testing policy, which may be amended from time to time. Failure to pass either the background or the drug or alcohol screening pursuant to the provisions of the Presence Facility policy will result in non-hiring or termination of employment. The results of a positive drug or alcohol screen will be subject to applicable legal reporting requirements, including any reporting requirements of the Illinois Department of Financial and Professional Regulation.

3.3  **Assignments/Rotations.** Resident shall carry out assignments and rotations as directed by the Program Director, or applicable Department Chairman, in accordance with the guidelines of the respective American Board governing the medical specialty, AOA, CPME, and Resident Review Committee.

3.4  **Continuation and/or Promotion in the Program.** Continuation and/or promotion in the Program are contingent upon satisfactory academic and professional performance by Resident, as evaluated through the Presence Facility’s formal evaluation procedures for the Program. In addition, each Resident shall review his/her performance with the Program Director or designee at least twice during the academic year or as otherwise dictated by specialty requirements. Any makeup time must be completed at the end of each year of the Term and/or before promotion to the next level of training. A Resident receiving an unsatisfactory evaluation may be required to repeat the rotation/assignment to obtain approval for certification by the Program Director.

3.5  **Quality Improvement and Risk Management Activities.** Resident agrees to participate in and cooperate with quality, safety and risk management activities as directed by the Program Director or Presence Facility’s Quality, Safety and Risk Management Departments, and to provide such statistical information as may be required to fulfill the quality improvement, safety and risk management efforts of the Presence Facility.

3.6  **Participation in Educational Activities.** Resident shall participate fully in the educational activities of the Program and, as required, assume responsibility for teaching and supervising other Residents and medical students.
3.7 **Participation in Presence Facility Committees.** Resident shall participate in Presence Facility committees and councils as assigned, including those that relate to patient care review activities.

3.8 **Cost Containment.** Resident shall apply appropriate cost containment measures in the provision of patient care.

3.9 **Moonlighting.** Resident shall not engage in any employment outside the Presence Facility without prior notification and permission of the Program Director. All outside employment will be subject to the terms, conditions and restrictions set forth in such written approval and any applicable policy. Any moonlighting activities that are approved by the Program Director will not be covered by the Presence Facility’s professional liability insurance program, unless the Moonlighting activities are performed for another Presence Health entity. The Program Director reserves the right to prohibit moonlighting activities if such activities may interfere with Resident’s duties and obligations in the Program. Resident shall not be required to engage in any moonlighting activities. If Resident is permitted to engage in moonlighting activities, his/her performance will be monitored and evaluated to ensure such moonlighting activities do not interfere with the educational objectives and Resident’s performance, as well as all duty hour regulations.

**ARTICLE 4**

**COMPLIANCE**

4.1 **Regulatory Oversight.** Resident shall comply with all applicable federal, state and local laws and regulations and the standards of all applicable accreditation organizations, such as The Joint Commission.

4.2 **Presence Facility Policies.** Resident acknowledges that he or she is bound by and subject to, and shall comply with all applicable policies, procedures, rules, and standards of Presence Facility, the Presence Facility Medical Staff and the Program, as amended from time to time (“Presence Facility Policies”), and the Mission and Values of the Presence Facility.

4.3 **Ethical and Religious Directives.** With respect to activities at the Presence Facility, Resident agrees to strictly abide by the Ethical and Religious Directives for Catholic Health Care Services, as approved by the United States Conference of Catholic Bishops and promulgated by the local Ordinary.

4.4 **Government Healthcare Program Participation.** Resident represents and warrants that he/she: (i) is not a “sanctioned person” under any federal or state program or law; (ii) has not been listed on the Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities, (iii) has not been listed on the General Services Administration’s list of Parties Excluded from Federal Programs, (iv) has not been listed in the Specially Designated Nationals list, and (v) has not been convicted of a criminal offense related to healthcare. Resident shall advise Presence Facility immediately if he/she no longer complies with this paragraph. If Resident fails to comply with the terms of this provision, Presence Facility shall have the right to immediately terminate this Agreement without penalty.
4.5 **Compliance Program.** Resident acknowledges and agrees that he or she is responsible for discharging his or her duties under this Agreement in accordance with the standards and requirements of Presence Facility’s Compliance Program, as it may be amended from time to time by Presence Facility, information about which will be made available to Resident.

4.6 **Non-Discrimination.** Resident will not discriminate or differentiate with respect to any Presence Facility patient, visitor or employee based on sex, sexual orientation, marital status, age, race, color, disability, religion or other legally protected category, including by reason of the fact that the individual is a federal or state health care program beneficiary. Resident will ensure that the services provided pursuant to this Agreement are provided in the same manner, and in accordance with the same standards and with the same availability as offered to any other individual customarily receiving such services from Resident, which will be in accordance with accepted standards of competence and ethics.

4.7 **Books and Records.** Upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, Resident will make available to the Secretary or to the Comptroller General those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing the services under this Agreement. The obligation of Resident to make records shall extend for four (4) years after finishing such services pursuant to this Agreement. In the event of a request by the Secretary or Comptroller General for access, Resident agrees to immediately notify and consult with the Presence Facility concerning the response that will be made to such request. The Parties agree that any attorney-client, accountant-client or other legal privileges will not be deemed waived by virtue of this Agreement.

4.8 **Use of Facilities and Resources.** Resident will not use Presence Facility’s facilities, supplies or personnel for any purpose other than satisfying the duties and obligations pursuant to this Agreement.

**ARTICLE 5**

**CONFIDENTIALITY**

5.1 **General Confidentiality.** Each Party will protect from unauthorized disclosure all information, records and data pertaining to Presence Facility patients, or information concerning the operations, facilities and staff of Presence Facility treated as confidential. This Section will survive termination of this Agreement.

5.2 **Patient Confidentiality.** Resident agrees to protect the confidentiality of all patient information (including, but not limited to, medical records, electronic data, radiology films, laboratory blocks, slides and billing information), in accordance with all Presence Facility Policies on the release of such information and all applicable state and federal laws, rules and regulations protecting the confidentiality, privacy and/or security of such information, including the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto, as amended.

5.3 **Resident Records.** Presence Facility expressly acknowledges its obligations as a provider of health care and as an educational institution to confidentially maintain the records of Resident. These records may be delivered to other health care treatment institutions or prospective
employers only upon written request to the Presence Facility by Resident in such form as designated by the Presence Facility or as otherwise required by law.

ARTICLE 6
INSURANCE

Presence Facility shall provide professional liability insurance coverage for Resident during the Term. 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 Resident occurred during the Term and are within the scope of the Program. The coverage provided will be consistent with the Presence Facility's professional liability coverage provided to other employed medical and professional practitioners. An extended reporting period, i.e., tail coverage, will be provided by the Presence Facility as applicable. Should Resident, for any reason, and at any time during the Term of this agreement, not qualify for coverage under Presence Facility's insurance program, this Agreement may be immediately terminated. During the Term of this Agreement and after this Agreement terminates, Resident agrees to comply with Presence Facility's policies regarding insurance coverage and risk management, and to cooperate in the investigation of claims or incidents by Presence Facility, and with his/her defense in the event of litigation.

ARTICLE 7
TERMINATION AND NON-RENEWAL

7.1 Termination and other Disciplinary Actions. If the Program Director determines that Resident has materially failed to comply with any specific obligations or intent of this Agreement, he or she shall be authorized to terminate this Agreement or take such disciplinary action, including fines, as may be appropriate; provided, however, that any such termination or other disciplinary action shall be subject to the hearing and review procedure for Residents at the Presence Facility. Falsification of any information supplied to the Presence Facility by Resident as part of the entrance requirements of the Program, or knowingly giving false information or assisting others in doing so constitutes grounds for immediate dismissal of Resident from the Program. Presence Facility may immediately suspend Resident based on concerns that Resident could adversely affect patient or employee safety. Such suspension may be addressed through the hearing and review procedure for Residents at the Presence Facility.

7.2 Grievance Procedures. Presence Facility has established a grievance procedure whereby Resident may resolve, in a fair and equitable manner, a dispute or disagreement with the Program Director, Associate Program Director or faculty concerning the interpretation, application or enforcement of this Agreement, or the Presence Facility's established policies, rules, regulations, directories or bylaws. A description of the grievance procedure is included in the Resident Manual distributed at the start of each new academic year to all residents, including Resident.

7.3 Non-renewal of Agreement or Non-Promotion. If this Agreement is not renewed or Resident is not promoted to the next level, the Program Director will provide Resident with a written notice of intent not to renew no later than four (4) months prior to the end of the Term. However, if the reason(s) for the non-renewal occur within the four (4) months prior to the end of the Term, the Program Director will provide Resident with as much written notice of the intent not to renew as the
circumstances will reasonably allow. Residents who receive a non-renewal or non-promote notice shall have the right to evoke the grievance procedure, as set forth in Section 7.2 herein.

7.4 **Program Closure.** In the event the Program is closed or there is a reduction in the total number of Residents in the Program, the Presence Facility will use its best efforts to allow Resident to complete the Program at the Presence Facility. In the event that continuation of the Program is untenable by the Presence Facility, the Presence Facility will utilize its best efforts to transfer Resident to a comparable residency program.

7.5 **Medical Staff Membership.** No provision of this Agreement shall be construed in any manner whatsoever as an assurance of or guarantee of appointment to Medical Staff Membership during the Term, or after expiration or termination of, this Agreement.

**ARTICLE 8**
**GENERAL PROVISIONS**

8.1 **Amendment.** This Agreement may be amended only in writing signed by both Parties.

8.2 **Successors and Assigns.** The terms of this Agreement will be binding on and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties.

8.3 **Assignment.** No Party may assign this Agreement or any right or duty hereunder without the prior written consent of the other Party. Any attempt at assignment without such written consent is void. Notwithstanding the foregoing, Presence Facility has the right to assign any duties, rights and benefits under this Agreement to its successors or affiliates without the written consent of Resident.

8.4 **Third Party Beneficiary.** None of the provisions in this Agreement are intended by the Parties, nor will be deemed, to confer any benefit on any person not a party to this Agreement.

8.5 **Governing Law and Exclusive Jurisdiction.** This Agreement will be governed and interpreted by Illinois law. Any legal action pertaining to this Agreement must be brought in the state or federal courts located in (or closest to) the Illinois county in which the Presence Facility is located.

8.6 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement, or the application of the provision to any party or circumstance, will not affect the other provisions hereof or the applicability of such provision to other persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

8.7 **Waiver.** No term, covenant or condition of this Agreement can be waived, except to the extent set forth in writing by the waiving Party. The subsequent acceptance of performance by a Party will not be deemed to be a waiver of any preceding breach by any other Party of any term, covenant or condition of this Agreement and the waiver of any term, covenant or condition will not be construed as a waiver of any other term, covenant or condition of this Agreement.
8.8 **Notices.** All notices that may be given under this Agreement will be in writing, addressed to the receiving Party’s address set forth below or to such other address as the receiving Party may designate by notice hereunder. Notices will be given: (i) by delivery in person; (ii) by traceable courier delivery (such as Federal Express); (iii) by certified or registered U.S. mail, return receipt requested; or (iv) by electronic mail in accordance with the terms set forth in this Section.

Presence Facility: **Presence Chicago Hospitals Network d/b/a**
**Presence Saint Francis Hospital**
[Insert address]
[Insert City, State, Zip Code]
[Attention:]

Resident: **Insert Name of Resident**
[Insert Address of Resident]
[Insert City, State, Zip Code]

Notices will be deemed to have been given as follows: (i) if by hand or traceable courier delivery, at the time of the delivery; (ii) if sent by certified or registered mail, on the second business day after such mailing; (iii) if sent by electronic mail, upon confirmation of receipt by personal confirmation (i.e. electronic mail or verbal confirmation from recipient).

8.9 **Headings.** The section titles and other headings contained in this Agreement are for reference only and will not in any way affect the meaning or interpretation of this Agreement.

8.10 **Gender, Number.** Whenever the context of the Agreement so requires, the masculine gender will include the feminine or neuter, the singular number will include the plural and reference to one or more Parties will include all successors or assignees of the Party.

8.11 ** Entire Agreement.** This Agreement, together with all addenda, attachments, schedules and exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, regarding such subject matter.

8.12 **Survival.** Those terms of the Agreement that by their terms are intended to survive termination will survive termination.

8.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts together will constitute one and the same instrument. Facsimile copies and copies delivered by electronic email in a “.pdf” format data file will be deemed to be originals.

[Signatures on following page]
IN WITNESS WHEREOF, the Parties have executed this Graduate Medical Education Resident Staff Agreement as of the dates set forth below to be effective as of the Commencement Date.

Presence Chicago Hospitals Network d/b/a
Presence Saint Francis Hospital

Signature: ____________________________

Printed Name: ________________________

Title: ________________________________

Date: ________________________________

RESIDENT

Insert Name of Resident

Signature: ____________________________

Date: ________________________________

PROGRAM DIRECTOR

Signature: ____________________________

Printed Name: ________________________

Title: ________________________________

Date: ________________________________
EXHIBIT A: BENEFITS

1. AVAILABLE BENEFITS:

Medical and Dental Insurance: Presence Facility will provide comprehensive medical and dental insurance to Resident at no charge. Medical and dental coverage for Resident’s immediate family (spouse and children) will be provided according to Presence Facility policy. Residents who want family coverage for medical and/or dental insurance shall pay the applicable difference between the premium for the family plan and the premium for the individual plan. Coverage shall begin on the first day of residency training.

Life Insurance: Presence Facility will provide life insurance coverage to Resident consistent with the Presence Facility’s policy, which is subject to change.

Worker’s Compensation: Presence Facility will provide Worker's Compensation Insurance consistent with applicable law.

Paid Time Off: Resident will receive fifteen (15) Paid Time Off ("PTO") days per Term. PTO includes time off for vacation, personal reasons, or illness. All PTO requires Program Director approval. Unused PTO days will be lost at the end of the Term and do not carry over to any subsequent Program term. Accrued but unused PTO will be paid at termination.

Personal Days: Resident will receive four (4) Personal Days per Term. All Personal Days require Program Director approval. Unused Personal days will be lost at the end of the Term and do not carry over to any subsequent Program term. Accrued but unused Personal Days will be paid at termination.

Extended Illness Bank: The Extended Illness Bank benefit ("EIB") provides up to ten (10) days (or a maximum of 80 hours) of EIB time per Term. Accrued but unused EIB may be rolled over to subsequent Program term, but may not be carried over should Resident become an employee of Presence Health after completion of the Program. Unused EIB time is not payable to Resident at the end of the Term or at termination.

Use of EIB requires Program Director approval. EIB may be taken for Resident’s qualified extended illness in accordance with the terms of the applicable EIB policy. When an extended leave is necessary for medical reasons, Resident must use PTO time and/or Personal Days, prior to accessing EIB time, for the first four (4) consecutive days of the qualifying illness. A physician’s certification of the medical condition and clearance from the Presence Health Employee Health Service is required for return to work following an absence of more than four days due to illness, injury, or any other medical disability from work.

Leave of Absence: Presence Facility recognizes that a Resident may need to be away from work due to family, medical or military leave reasons. Leaves of absence are defined as approved time away from residency duties, other than regularly scheduled days off. All leaves must be scheduled with prior approval by the Program Director with the exception of emergencies or unexpected illnesses, and Resident may be required to provide information relating to the need for leave to the Presence Facility third-party administrator. In
unexpected/emergency situations, Resident should contact the Program Director at the earliest possible time. All Residents are subject to the Presence Facility’s Leave of Absence Policy.

Leaves of absence may affect Resident’s graduation date. Whether additional training time is required to fulfill criteria for completion of residency is determined by the Program Director consistent with the standards of the respective accrediting and certifying bodies (including but not limited to the ABMS, ACGME, AOA, CPME, etc.).

**Additional Site Specific Requirements:** Presence Facility may have additional site-specific requirements for taking time off. Such requirements are the prerogative of the Program Director. Makeup, repeat or additional training requirements may be required as determined by the Program Director and Specialty Board requirements.

2. **ON-CALL ROOMS/DRESS CODE/SCRUBS:** On-call rooms, uniform coats and on-call scrubs will be provided by Presence Facility. Resident shall be subject to the dress code described in the Resident’s Manual and in applicable Presence Facility policy.

3. **BENEFITS THAT ARE NOT PROVIDED:**

   - **Retirement and Matching Program:** Resident is not eligible to receive the base or matching contributions in the Presence Health 403(b) Retirement Savings Plan, but Resident is eligible to defer his/her own salary as permitted by the plan.
   - **Tuition Reimbursement:** Resident is not eligible to participate in the tuition reimbursement program.
   - **Housing:** Personal housing must be obtained by Resident and maintained at Resident’s full expense.

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**IN WITNESS HEREOF,** Resident hereby acknowledges receipt and acceptance of the summary of benefits and other terms set forth in this Exhibit A to the Agreement.

**Insert Name of Resident**

Signature: ________________________________

Printed Name: ________________________________

Date: ________________________________

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EXHIBIT B: SITE SPECIFIC TERMS

The following benefits and terms are specific to the Presence Saint Francis Hospital:

**Medical Records:** Resident shall complete medical records in conformity with the Presence Facility’s Medical Staff Bylaws, Rules, Regulations (“Medical Staff Organizational Documents”), and shall comply with all Presence Facility Policies regarding their completion. Completion of the medical record, including dictation of a discharge summary, is an integral component of medical care and is part of Resident’s responsibilities. Medical records not completed within the time specified in the Medical Staff Organizational Documents and/or Presence Facility Policies are considered delinquent, and Resident will be subject to corrective and/or disciplinary action for delinquent medical records as provided therein.

**Development of Program Study:** Resident shall: (1) develop a personal program of study and professional growth with guidance from the teaching Medical Staff and demonstrate ability to assume graded and increasing responsibility for patient care; and (2) participate in safe, effective, and compassionate patient care under supervision commensurate with the level of advancement and responsibility.

**Educational/Seminar Days for PGY 2 and Above:** While in good academic standing and at the sole discretion of the respective Program Director, up to five (5) days of paid educational time and up to one thousand, two hundred and fifty dollars ($1,250.00) in approved expenses may be granted for attendance at Continuing Medical Education meetings for a PGY 2 Resident and above (unless an educational program is specifically approved for PGY1 residents by the Program Director.) As this is business/educational time, it is not considered time away from the Program and is paid without utilizing Paid Time Off. Educational time may be rolled over to a subsequent Program term in the discretion of the Program Director. Educational time is not payable to Resident at the end of the Term or at termination.

**Educational Expenses:** For all Presence Saint Francis Hospital Residents, qualified educational expenses which are pre-approved by the Program Director may be reimbursed to Resident up to $250.00 per academic year. Education expenses are not payable to Resident at the end of the Term or at termination.

**Qualifying Exams:** All residents are encouraged to take the USMLE/COMLEX Step 3 exam after the first year of residency.

**Video Recording of Residents for Training Purposes:** The training programs at Presence Facility will occasionally video record Resident’s interactions with patients. This tape will be used for educational purposes only and will be either returned to Resident at the end of their training or destroyed. In the event that do you not want to be video recorded, you must notify your Program Director in writing.
IN WITNESS WHEREOF, Resident hereby acknowledges receipt and acceptance of the Site Specific Terms set forth in this Exhibit B to the Agreement.

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Signature: ____________________________

Date: ________________________________