

**AGREEMENT FOR RESIDENT/FELLOW
RECRUITMENT PROGRAM**

This Agreement (“Agreement” or “Recruitment Program Agreement”) is entered into this ____ day of _____, 2019, by and between the University of Miami, on behalf of the University of Miami Health System, (hereinafter referred to as “UHealth”), and _____ (Print Name), (hereinafter referred to as “Recipient”).

RECITALS

Whereas, UHealth seeks to obtain physicians for staff, faculty, research, and professor appointments; and

Whereas, the Recipient is a final year resident or fellow in the University of Miami/ Jackson Memorial Hospital Graduate Medical Education Program and maintains expected level of competencies in all six ACGME Core Competencies, including medical knowledge, patient care, interpersonal and communication skills, practice based learning and improvement, systems based practice, and professionalism; and

Whereas, subsequent to the completion of the Participant’s residency or fellowship program, (the **Residency/Fellowship Program**), UHealth is willing to employ the Participant.

Now, therefore, in consideration and exchange for Recipient’s promises as set forth in this Agreement, the parties agree to the terms set forth below.

TERMS:

1. The Participant agrees to:
 - a. Successfully complete all requirements of the Residency/Fellowship Program. Specifically, the Participant agrees to:
 1. Demonstrate expected levels of competency in the areas of patient care, medical knowledge, interpersonal and communication skills, problem based learning and improvement, and systems based practice, and be deemed ready for the independent practice of their specialty, as documented by the program director on the final summative assessment of training.
 2. Demonstrate professionalism that is commensurate with the DIRRECT Values of the Miller School of Medicine, as documented by the program director on the final summative assessment.
 3. When available, provide a copy of the final summative assessment of their performance in Residency/Fellowship Program to the Miller School of Medicine’s Office of Faculty Affairs.
 - b. Be eligible for the American Board of Medical Specialties Examination in their specialty.

2. Recipient understands and agrees that as a condition of this Agreement, and upon satisfactory completion of the Residency/Fellowship Program, s/he agrees to commit to employment with UHealth for a period of forty-eight (48) months from the initial date of employment with UHealth (the “**Commitment Period**”). For purposes of this Agreement, UHealth shall include: (i) the University of Miami Hospitals and Clinics; (ii) the University of Miami Medical Group; any affiliates and/or subsidiaries of UHealth; and/or (iv) any subsidiaries of the University of Miami.

3. In exchange for Recipient’s agreement to work for UHealth for the Commitment Period, Recipient shall receive the recruitment incentive indicated in Exhibit A to this Agreement (the “**Recruitment Compensation**”). The Recruitment Compensation shall be in addition to any other compensation the Recipient may be entitled to as a result of participation in the Residency/Fellowship Program and/or employment with UHealth and shall be subject to any and all applicable tax withholdings and deductions.

4. Employment with UHealth shall be in the _____ department/service. Recipient agrees to comply with all University of Miami and UHealth policies and procedures. Furthermore, Recipient understands and agrees that to qualify for the Recruitment Compensation, the Participant’s employment can only be with UHealth. Accordingly, for purposes of this Agreement, a transfer to a position or unit at a University of Miami that is not within UHealth, during the Commitment Period, shall be considered a “termination” under this Agreement triggering the repayment obligation as described in Paragraphs 5 and 6, below.

5. If the Recipient voluntarily resigns his/her employment with, or is terminated from his/her employment for cause by UHealth, Recipient understands and agrees that s/he shall be required to pay back to UHealth the monies s/he has received to date, net of taxes, as part of his/her Recruitment Compensation (the “**Repayment Amount**”). For purpose of this Agreement, a termination for cause shall be considered a termination that is prompted by, related to, arises from, or is connected to:

- (a) the Participant’s arrest, indictment, or conviction for, or entering a plea of no contest to, a felony or any crime involving moral turpitude;
- (b) a finding, by the University of Miami and/or UHealth, that the Participant engaged in any conduct or activity that constitutes fraud, misappropriation, embezzlement, or misuse of funds;
- (c) a finding, by the University and/or UHealth, that the Participant engaged in any conduct or activity that constitutes sexual harassment, creation of a hostile work environment, discrimination, retaliation, disruption to the University’s and/or UHealth’s work environment, or which may bring harm or material disrepute to the reputation, standing, or goodwill of the University and/or UHealth;
- (d) a finding, by the University and/or UHealth, that the Participant provided information on the University’s and/or UHealth’s employment application or any other forms or questionnaires or other documents submitted in connection with the Participant’s application for employment, that is incorrect, false, or misleading; or
- (e) a finding, by the University and/or UHealth, that the Participant failed to satisfy the performance-related requirements of his/her position.

6. Recipient and UHealth acknowledge that the University and UHealth will be clearly damaged if the Recipient voluntarily resigns his/her employment with UHealth prior to expiration of the Commitment Period, as set forth in paragraph 2 above, and that it is difficult to calculate with reasonable certainty the amount of prospective damages resulting from Recipient's breach of this Agreement and, specifically, Recipient's breach of the Commitment Period. Accordingly, Recipient agrees that if s/he voluntarily terminates his/her employment with UHealth prior to expiration of the Commitment Period, in addition to the Repayment Amount, as set forth in paragraph 5 above, Recipient Agrees to pay UHealth the amount of Seventy Five Thousand Dollars and No Cents (\$75,000.00) as liquidated damages (the "**Liquidated Damages Amount**"). Recipient and UHealth acknowledge and agree that the Liquidated Damages Amount is reasonable, fair, and adequate in light of the anticipated and actual harm that will be caused to UHealth in the event this Agreement is terminated prematurely by the Recipient and, accordingly further acknowledge and agree that the Liquidated Damages Amount is and shall not be deemed or construed by either party to this Agreement as a penalty.

7. If the obligations set forth in paragraph 5 and/or 6 are triggered, the Recipient agrees that, to the extent allowed by applicable local, state, and/or federal law, UHealth may deduct the sum of the Repayment Amount and the Liquidated Damages Amount from his/her last paycheck. Any balance still owed to UHealth after the payroll deduction (the "**Outstanding Repayment Amount**") shall be due and payable to the UHealth within 6 months of the Recipient's last date of employment with the Residency/Fellowship Program or UHealth.

Recipient Acknowledgement

I acknowledge that I have read this Agreement and that I understand and agree to all of its terms. I further confirm that I understand and agree that if I voluntarily leave my employment with UHealth, or if my employment with UHealth is terminated for cause, I will be required to repay to UHealth the Recruitment Compensation I have received as of the time of my resignation or termination plus a liquidated damages amount of \$75,000.00.

This Agreement may not be amended, modified or terminated, nor any provision hereof waived, except by written agreement of both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflict of laws principles of Florida law. Exclusive venue for any dispute or action arising from or in any way relating to this Agreement shall be in Miami-Dade County, Florida.

I have read this agreement and decline participation in the Resident/Fellow Recruitment Program.

Recipient: _____

Date: _____

Department Chair: _____

Date: _____

EXHIBIT A

Recruitment Compensation

Pursuant to the Recruitment Program Agreement, your **Recruitment Compensation** will be (UHealth to choose ONE):

Student Loan Repayment Stipend, paid in 48 monthly installments, with a total Recruitment Compensation of \$100,000, assuming compliance with all of the terms of the Recruitment Program Agreement. The first monthly payment will be made 30 days from the start of your employment with UHealth. In order for the Participant to receive the Recruitment Compensation in Year 1, Participant must provide documentation of his/her outstanding student loan balance. In order for the Participant to continue receiving the Recruitment Compensation for the subsequent years, the Participant must submit documentation reflecting that s/he is paying down his/her outstanding student loan balance.

- Year 1 - \$30,000 paid in 12 monthly installments of \$2,500
- Year 2 - \$10,000 paid in 12 monthly installments of \$ 833
- Year 3 - \$10,000 paid in 12 monthly installments of \$ 833
- Year 4 - \$50,000 paid in 12 monthly installments of \$4,166

Urban/Rural Location Stipend to a J1 Visa Resident or Fellow who provided care in an underserved area, paid in 48 monthly installments, with a total Recruitment Compensation of \$90,000, assuming compliance with all of the terms of the Recruitment Program Agreement. The first monthly payment will be made 30 days from the start of your employment with UHealth.

- Year 1 - \$30,000 paid in 12 monthly installments of \$2,500
- Year 2 - \$10,000 paid in 12 monthly installments of \$ 833
- Year 3 - \$10,000 paid in 12 monthly installments of \$ 833
- Year 4 - \$40,000 paid in 12 monthly installments of \$3,333

Recruitment Stipend paid in 48 monthly installments, with a total Recruitment Compensation of \$90,000, assuming compliance with all of the terms of the Recruitment Program Agreement. The first monthly payment will be made 30 days from the start of your employment with UHealth.

- Year 1 - \$30,000 paid in 12 monthly installments of \$2,500
- Year 2 - \$10,000 paid in 12 monthly installments of \$ 833
- Year 3 - \$10,000 paid in 12 monthly installments of \$ 833
- Year 4 - \$40,000 paid in 12 monthly installments of \$3,333

All payments will be paid a monthly basis consistent with University pay dates and subject to deductions required by law. Permanent employment is subject to all terms of the Offer Letter at time of appointment and is contingent upon reappointment in subsequent fiscal years. Your base academic salary and mission salary will be determined and adjusted on an annual basis consistent with your prior year productivity and performance and will be determined by Departmental, Miller School of Medicine, UHealth and University policies.