



Memorial Healthcare System

Graduate Medical Education

Agreement of Appointment & Employment

AGREEMENT SUMMARY SECTION

- **Resident/Fellow Name:** Click or tap here to enter text.
- **Specialty-Specific Training Program (Section 3.29) and Duration (Section 3.13):** Choose an item.
- **Start Date (Section 3.31):** Click or tap to enter a date.
- **Term (Section 3.33):** Commencing on the Start Date and continuing for the Duration, subject, however, to automatic extension and prior termination as otherwise provided herein.
- **Salary (Section 6.1):** The compensation paid to Resident/Fellow under this Agreement shall be commensurate with Resident/Fellow's PGY Level and detailed in the Annual Appointment Letter, subject to normal payroll deductions, and paid in accordance with MHS's Policies and Standard Practices. Resident/Fellow's annual salary shall be prorated based upon the actual number of days the Resident/Fellow participates in the Specialty-Specific Training Program and provides the Medical Education Services described herein during each of the Resident/Fellow's clinical rotations.
- **Addresses for Notice (Section 14.13):**

MHS: Office of Graduate Medical Education
ATTN: Designated Institutional Official
Memorial Healthcare System
2nd Floor GME Building
703 N. Flamingo Road
Pembroke Pines, FL 33028

Copy to: Office of the General Counsel
Memorial Healthcare System
3111 Stirling Road
Hollywood, FL 33312

Resident/Fellow (or the subsequent address on file following notice provided in Section 14.14):

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Email Address: Click or tap here to enter text.



Graduate Medical Education

Agreement of Appointment and Employment

THIS MEMORIAL HEALTHCARE SYSTEM GRADUATE MEDICAL EDUCATION AGREEMENT OF APPOINTMENT AND EMPLOYMENT (“Agreement”), is made as of the Start Date set forth in the Agreement Summary Section, by and between the South Broward Hospital District d/b/a Memorial Healthcare System, a special taxing district of the State of Florida (“MHS”) and the individual identified as the Resident/Fellow in the Agreement Summary Section (“Resident/Fellow”) (MHS and Resident/Fellow may be individually referred to as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, MHS is a multi-facility public hospital system consisting of six (6) hospitals and several ancillary centers and facilities located throughout Broward County, Florida (collectively, the “MHS Facilities”);

WHEREAS, MHS owns and operates teaching hospitals and accepts recent medical school graduates and other medical professionals at the MHS Facilities to train and educate such individuals in the provision of medical care (“Graduate Medical Education Program” or “GME Program”) (MHS and the GME Program shall collectively be referred to as “MHS”);

WHEREAS, Resident/Fellow has been accepted into the Specialty-Specific Training Program (as defined herein), is eligible and meets the requirements to participate in the Specialty-Specific Training Program, and, as applicable, has and will continue to abide by all National Resident Matching Program policies related to participants of the residency and/or fellowship match program;

WHEREAS, as a precondition to participation in the Specialty-Specific Training Program, the Resident/Fellow shall, prior to the Start Date of the appointment, submit a diploma verifying graduation from an accredited medical school and, if applicable, documentation verifying successful completion of any prior residency program(s);

WHEREAS, Resident/Fellow shall submit a diploma verifying graduation from medical school obtain prior to the Start Date of the Resident/Fellow’s appointment and this Agreement all necessary licenses and certifications required under Florida law and any other federal laws and regulations, and maintain such licenses and certifications throughout the duration of this Agreement, to participate in the Specialty-Specific Training Program;

WHEREAS, Resident/Fellow has received, reviewed, understands, and agrees to abide by MHS’s policies, procedures, and standard practices, including, without limitation, MHS’s Code of Conduct, GME Policies and Procedures, and the policies, procedures, and standard practices related to the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and Stark Law (42 U.S.C. § 1395nn), as well as other similar federal and state laws and regulations concerning prohibited remuneration and patient referrals; and

WHEREAS, MHS desires to employ Resident/Fellow, and Resident/Fellow desires to be employed by MHS, to serve in the Specialty-Specific Training Program, pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual terms, conditions, covenants, agreements, and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, MHS and Resident/Fellow agree as follows:

1. **Recitals**. The Parties agree that the above Recitals are true and correct and are hereby incorporated by this reference.
2. **Agreement Summary Section**. The Parties agree that the Agreement Summary Section, attached hereto on page 1 of this Agreement, is true and correct and is hereby incorporated by reference.
3. **Definitions**. The words and acronyms delineated in this Section shall have the meanings set forth below wherever they appear in this Agreement, regardless of whether they are capitalized, unless (a) the context in which they are used clearly requires a different meaning; or (b) a different definition is prescribed for a particular Section of this Agreement. Words not defined shall be given their common and ordinary meaning unless the context in which they are used requires otherwise.
 - 3.1. “**ABFAS**” means the American Board of Foot and Ankle Surgery, a surgical certifying board for podiatric physicians who specialize in foot and ankle surgery.
 - 3.2. “**ABMS**” means the American Board of Medical Specialties, a nonprofit organization that oversees physician certification across member boards in the United States.
 - 3.3. “**ABPM**” means the American Board of Podiatric Medicine, a certifying board for podiatric physicians who demonstrate expertise in nonsurgical management of foot and ankle disorders.
 - 3.4. “**Academic Year**” means the annual academic period designated by the GME Program that defines the cycle for Resident/Fellow appointments, rotations, evaluations, and clinical and didactic activities within the Specialty-Specific Training Program.
 - 3.5. “**ACGME**” means the Accreditation Council for Graduate Medical Education, an independent, 501(c)(3), not-for-profit accrediting organization that sets and monitors voluntary professional educational standards for graduate medical education programs.
 - 3.6. “**Agreement**” means this Memorial Healthcare System Graduate Medical Education Agreement of Appointment and Employment.
 - 3.7. “**Agreement Summary Section**” means the Agreement Summary Section on page 1 of this Agreement, which contains references to certain essential terms of the Resident/Fellow’s employment with MHS and appointment and participation in the Specialty-Specific Training Program. Any references in this Agreement to the Agreement Summary or the Agreement Summary Section shall be a reference to the Agreement Summary Section on page 1.
 - 3.8. “**Annual Appointment Letter**” means the appointment letter, offer letter, email, or other documentation provided to Resident/Fellow prior to the commencement of each Academic Year which confirms Resident/Fellow’s appointment and/or promotion in the Specialty-Specific Training Program and delineates other pertinent information regarding Resident/Fellow’s appointment and education including, without limitation, Resident/Fellow’s annual compensation.
 - 3.9. “**Anti-Kickback Statute**” means the federal statute promulgated in 42 U.S.C. § 1320a-7b(b) that prohibits the knowing and willful payment of remuneration to induce or reward patient

referrals or the generation of business involving any item or service payable by a federal health care program.

- 3.10. **“Compliance and Ethics Program”** shall have the meaning ascribed to such term in Section 8.2.
- 3.11. **“CPME”** means the Council on Podiatric Medical Education, an autonomous accrediting agency for podiatric medical education.
- 3.12. **“Designated Institutional Official”** or **“DIO”** means the individual who, in collaboration with the Graduate Medical Education Committee (GMEC), has authority and responsibility for the oversight and administration of each of MHS’s Specialty-Specific Training Programs, as well as for ensuring compliance with accreditation and board eligibility standards including the ACGME Institutional, Common, and Specialty-Specific Training Program Requirements, CPME standards, and applicable ABMS, ABPM, and ABFAS standards and requirements.
- 3.13. **“Duration”** means the duration of and Resident/Fellow’s education and appointment in the Specialty-Specific Training Program as delineated in the Agreement Summary Section, which may be of a shorter duration or extended by the GME Program as provided in Section 7.1.
- 3.14. **“Educational Stipend”** means the reimbursement of Resident/Fellow for educational expenses to assist Resident/Fellow with the expenses Resident/Fellow incurs in connection with Resident/Fellow’s educational activities.
- 3.15. **“GME Policies and Procedures”** means the policies, procedures, and guidelines of the Graduate Medical Education Program, along with any other house staff and Specialty-Specific Training Program policies and procedures, prepared and made available by MHS’s Office of Graduate Medical Education, all as amended from time to time and then in effect.
- 3.16. **“Graduate Medical Education Program”** or **“GME Program”** means MHS’s program of graduate medical education that trains and educates residents, fellows, medical students, medical school graduates, and other health care professionals at the MHS Facilities.
- 3.17. **“Licensing Bodies”** collectively means the Florida Board of Medicine established under ch. 458, Fla. Stat., the Florida Board of Osteopathic Medicine established under ch. 459, Fla. Stat., and the Florida Board of Podiatric Medicine established under ch. 461, the state agencies responsible for the licensure and regulation of physicians in Florida.
- 3.18. **“Medical Education Services”** means the clinical training Resident/Fellow receives and the medical care Resident/Fellow provides to patients while Resident/Fellow is participating in the Graduate Medical Education Program and under the supervision of a licensed physician in the applicable specialty.
- 3.19. **“MHS”** means the South Broward Hospital District d/b/a Memorial Healthcare System and its GME Program.
- 3.20. **“MHS Designated Facilities”** means and refers to those specific MHS Facilities where Resident/Fellow will participate and be assigned to during the Specialty-Specific Training Program, which may change from time to time.
- 3.21. **“MHS Facilities”** means MHS’s hospitals, ancillary centers, and other medical facilities located throughout Broward County, Florida.

- 3.22. “**MHS Policies and Standard Practices**” means MHS’s Policies and Standard Practices that are prepared by MHS and made available to each MHS employee.
- 3.23. “**New Resident/Fellow Orientation and Onboarding**” means the one-time series of events Resident/Fellow may be required to attend during the Resident/Fellow’s first year as a trainee in the GME Program, which introduces Resident/Fellow to the responsibilities and expectations of Resident/Fellow while participating in the Graduate Medical Education Program and Specialty-Specific Training Program.
- 3.24. “**Party**” shall collectively mean MHS and Resident/Fellow.
- 3.25. “**Post-Graduate Year Level**” or “**PGY Level**” means and refers to the Resident/Fellow’s number of clinical years of Graduate Medical Education following graduation from medical school which directly relates to the salary provided to the Resident/Fellow.
- 3.26. “**Program Director**” means the individual responsible for the day-to-day operations of the Specialty-Specific Training Program.
- 3.27. “**Remediation Plan**” means a written plan detailing the Resident/Fellow’s deficiencies, actions required to improve identified deficiencies, and a reasonable timeline for improvement of such deficiencies.
- 3.28. “**Resident/Fellow**” means the individual identified as the Resident/Fellow in the Agreement Summary Section.
- 3.29. “**Specialty-Specific Training Program**” means and refers to the specialty-/subspecialty-specific training program within the Graduate Medical Education Program that Resident/Fellow will be participating in, and which is listed in the Agreement Summary Section.
- 3.30. “**Stark Law**” means the federal statute promulgated in 42 U.S.C. § 1395nn that, unless an exception applies, prohibits physicians from referring patients to receive designated health services payable by Medicare or Medicaid from entities with which the physician or an immediate family member of the physician has a financial relationship.
- 3.31. “**Start Date**” means the commencement date of the Resident/Fellow’s appointment to the Specialty-Specific Training Program and employment with MHS as delineated on the Agreement Summary Section.
- 3.32. “**Supervising Attending Physician**” means the physician(s) or other qualified and licensed health care practitioner responsible for supervising and evaluating Resident/Fellow’s performance and participation in the Specialty-Specific Training Program at the MHS Designated Facilities.
- 3.33. “**Term**” means and refers to the period of time identified in the Agreement Summary Section that this Agreement will be in effect, subject, however, to prior termination or extension as herein provided.

4. **Party Responsibilities in the Specialty-Specific Training Program.**

- 4.1. **Responsibilities of Resident/Fellow.** During the Term of this Agreement, Resident/Fellow shall:
 - 4.1.1. Comply with the laws, rules, regulations, standards and recommendations related to the operation of a Specialty-Specific Training Program, including without

limitation, the applicable accrediting bodies and any Specialty-Specific Training Program specific rules, all as may be from time to time amended. MHS shall confer with the Specialty-Specific Training Program to meet the criteria of the ACGME Residency Review Committee, CPME, ABMS, ABPM, ABFAS, and other applicable accrediting bodies, and, where applicable, the licensing requirements of the applicable Licensing Body in coordinating the duration and sequence of assignments to clinical, laboratory, or ambulatory care facilities. The Program Director will communicate with Resident/Fellow regarding the assignments. The Resident/Fellow acknowledges that the Resident/Fellow will receive from the Specialty-Specific Training Program information pertaining to the eligibility requirements of the specialty board examination. Resident/Fellow understands that Resident/Fellow shall keep abreast of and abide by all ABMS, ABPM, ABFAS requirements for board eligibility and certification as applicable to the Resident/Fellow.

- 4.1.2. Participate fully, and in good faith, in the Specialty-Specific Training Program and engage in the supervised practice of medicine at the MHS Designated Facilities on behalf of MHS under the supervision of an authorized MHS physician or Resident/Fellow's Supervising Attending Physician, to the best of Resident/Fellow's abilities. Resident/Fellow acknowledges and agrees that Resident/Fellow may not initiate or conduct any act relating to the provision of supervised medical services, as part of their Specialty-Specific Training Program, for the benefit of a patient of MHS without the consent and authorization of an authorized MHS physician or Resident/Fellow's Supervising Attending Physician.
- 4.1.3. Provide Medical Education Services in accordance with the professional and ethical standards of the medical community in which Resident/Fellow practices, and those established by applicable national, state, and local medical societies and licensing agencies. Resident/Fellow shall comply with MHS's Medical Staff Bylaws, Medical Staff Rules and Regulations, Policies and Standard Practices, Code of Conduct, and all other rules, regulations, and requirements of MHS and the MHS Facilities applicable to Resident/Fellow. Resident/Fellow shall further comply with all applicable standards and guidelines set forth by the applicable Licensing Bodies, ACGME, CPME, and any other applicable educational accrediting agencies' standards and guidelines, as well as The Joint Commission and any other entity providing accreditation or certification to any MHS Designated Facilities where Resident/Fellow provides Medical Education Services or participates in educational activities related to the Specialty-Specific Training Program. Resident/Fellow must acknowledge receipt of, or access to, the MHS Policies and Standard Practices and MHS's Code of Conduct by executing the *Acknowledgement of Access or Receipt of Memorial's and the GME Program's Policies and Standard Procedures* form attached hereto as **Exhibit B** and incorporated herein by this reference.
- 4.1.4. Resident/Fellow shall comply with the provisions of MHS's Human Resources Administrative Manual and MHS's Code of Conduct, (available on www.mhs.net and on MHS's intranet) both incorporated herein by this reference and both as

adopted and amended from time to time, in order to ensure ethical behavior and clinical competence in the treatment of patients. Resident/Fellow acknowledges that Resident/Fellow has received, reviewed, understands and agrees to abide by the MHS Code of Conduct. Resident/Fellow further acknowledges and agrees that Resident/Fellow's failure to abide by the provisions of this Section 4.1.4. may result in termination of employment and this Agreement for cause pursuant to Section 7.2.2. of this Agreement.

- 4.1.5. Maintain standards of professional competence relative to Resident/Fellow's program level and training as consistent with the Specialty-Specific Training Program.
- 4.1.6. Act in a professional and ethical manner at all times when treating patients of any MHS Facility.
- 4.1.7. Resident/Fellow shall work cooperatively and professionally with MHS physicians, Medical Staff leadership, allied health professionals, MHS management, staff and other personnel, as set forth in the Hospital Policies. Resident/Fellow shall not disparage or injure MHS, its affiliates, or personnel by making or causing to be made false, malicious, or disparaging remarks, written or oral, regarding MHS or its services. Furthermore, Resident/Fellow agrees that any complaints related to MHS, its affiliates, personnel, and/or the services rendered in conjunction with educational activities pursuant to this Agreement shall be addressed by Resident/Fellow with the Designated Institutional Official and the MHS leadership to attempt in good faith to achieve a resolution of any such complaints.
- 4.1.8. Engage in only those activities that are approved by the Designated Institutional Official, the Program Director and the MHS Office of Graduate Medical Education.
- 4.1.9. Refrain from engaging or participating in any activity which would interfere with or threaten Resident/Fellow's effective performance with respect to the Specialty-Specific Training Program or this Agreement.
- 4.1.10. Abide by the rules and regulations set forth in the GME Policies and Procedures incorporated herein by reference and as amended from time to time, which will be made available to Resident/Fellow prior to the Start Date of the Resident/Fellow's appointment and this Agreement. Resident/Fellow must acknowledge receipt of, or access to the GME Policies and Procedures by executing the Acknowledgement of Access or Receipt of MHS Manuals form attached hereto as **Exhibit B** and incorporated herein by this reference and reviewing policies through the MHS electronic Residency Management System (RMS) and on the GME Program's webpage.
- 4.1.11. To the extent applicable, participate in the New Resident/Fellow Orientation and Onboarding and meet all the New Resident/Fellow Orientation and Onboarding requirements.
- 4.1.12. Provide MHS with written notice, sent to the attention of the Office of Graduate

Medical Education, within one (1) business day following the occurrence of any impending or actual change in the status of the matters addressed in the Agreement.

- 4.1.13. Resident/Fellow shall properly prepare and complete on time all patient records, including but not limited to dictation of a discharge summary. Records not completed within the time set forth in the applicable MHS guidelines will be deemed delinquent. The ownership and right of control of all reports, records, medical records and supporting documents prepared by Residency shall rest exclusively in MHS.
- 4.1.14. Resident/Fellow shall abide by the requirements of the Required Notifications, Section 5 of this Agreement.
- 4.1.15. Resident/Fellow shall not, without MHS's prior authorization:
 - 4.1.15.1. Use any MHS money or pledge its credit;
 - 4.1.15.2. Offer discounts to patients or release or discharge any debt due to MHS;
 - 4.1.15.3. Commit or suffer to be committed any act which might subject MHS's property to attachment or seizure;
 - 4.1.15.4. Cause MHS to become a guarantor or surety or endorser, or give any note to any person; or
 - 4.1.15.5. Bind MHS under any contract, agreement, note, mortgage or other obligation.
- 4.1.16. Resident/Fellow agrees that as an express condition of this Agreement, at all times during the Term, Resident/Fellow shall:
 - 4.1.16.1. Maintain all necessary licenses, permits and certifications required to perform the duties required by this Agreement.
 - 4.1.16.2. Comply with Florida licensure requirements for physicians in training, which includes holding before the Start Date of the Specialty-Specific Training Program any required training licenses.
 - 4.1.16.3. Not be excluded, debarred, suspended, or otherwise rendered ineligible under any federal or state health care program including, but not limited to, Medicare or Medicaid;
 - 4.1.16.4. Meet the requirements of the MHS Medical Staff Bylaws for residents;
 - 4.1.16.5. Participate in MHS's and the GME Program's efforts to meet all credentialing and statutory and regulatory requirements applicable to MHS and Resident/Fellow's Specialty-Specific Training Program and, as reasonably requested by MHS, assist MHS in obtaining and maintaining any and all licenses, permits, and other necessary

authorizations, and achieving accreditation and certification standards, which are dependent upon, or applicable to, in whole or in part, Resident/Fellow's participation in educational activities under the Agreement;

- 4.1.16.6. Conform to all lawful directives issued from time to time by MHS;
- 4.1.16.7. Adhere to all applicable Medicare and Medicaid laws and regulations, third party payor regulations and Florida laws and regulations with regard to billing and coding practices and maintain current knowledge of billing and coding requirements as they apply to Medical Education Services performed by the Resident/Fellow, as required to adhere to the foregoing obligations;
- 4.1.16.8. Recognize that MHS is a public entity, that Resident/Fellow is a public employee, and comply with all laws regulating the conduct of an organization and employee as a public entity;
- 4.1.16.9. Not bill any patients at MHS for any Medical Education Services rendered by Resident/Fellow;
- 4.1.16.10. For graduates of a foreign medical school: Maintain all required United States work authorization, including but not limited to a J-1 training visa, and maintain valid Educational Commission for Foreign Medical Graduates (ECFMG) certification; and
- 4.1.16.11. Not moonlight or engage in activities outside the scope of this Agreement without the prior written consent of the Program Director and consistent with the GME Program's policy relating to moonlighting. Resident/Fellow acknowledges and agrees that, if approved, such outside services must be performed on Resident/Fellow's own time and shall not interfere with Resident/Fellow's obligations hereunder. Resident/Fellow further acknowledges and agrees that Resident/Fellow shall procure, at Resident/Fellow's sole cost and expense, all malpractice/professional liability insurance necessary to protect and insure Resident/Fellow when Resident/Fellow practices medicine outside the scope of this Agreement and that MHS's malpractice/professional liability insurance policies, programs of self-insurance, and/or its entitlement to common law sovereign immunity do not cover Resident/Fellow while Resident/Fellow practices medicine outside the scope of this Agreement. Resident/Fellow shall provide Certificates of Insurance verifying such coverage prior to practicing medicine outside the scope of this Agreement. In the event that such outside services interfere with Resident/Fellow's rendering of Medical Education Services hereunder, as determined by the Resident/Fellow's Program Director in his/her sole discretion, the Resident/Fellow will be required to curtail or discontinue such outside services. Resident/Fellow further acknowledges that the Physician Training License and the National

Provider Identifier (NPI) issued for medical educational activities during approved program rotations do not apply to outside services provided by Resident/Fellow. The policy pertaining to moonlighting will be made available to Resident/Fellow for Resident/Fellow's review.

This Agreement shall be contingent upon Resident/Fellow's maintenance of each of the qualifications set forth herein. Upon Resident/Fellow's failure to maintain any of the qualifications, MHS may terminate Resident/Fellow's employment in accordance with the provisions of Section 7.2.2. of this Agreement.

4.2 **Responsibilities of MHS.** During the Term of this Agreement, MHS shall:

4.2.1. Abide by the rules and regulations set forth in the GME Policies and Procedures.

4.2.2. Provide appropriate training and education to Resident/Fellow commensurate with the Specialty-Specific Training Program standards, Resident/Fellow's program level and specialty, ACGME, CPME, and any other educational accrediting agencies' standards and guidelines as applicable, and other applicable state and federal laws, as applicable to Resident/Fellow's Specialty-Specific Training Program.

4.2.3. Clearly define the duties of the Resident/Fellow with respect to Resident/Fellow's role and responsibilities in the Specialty-Specific Training Program.

4.2.4. Make available to Resident/Fellow the most current copy of MHS's Policies and Standard Practices, GME's Policies and Procedures, and MHS's Code of Conduct, all available on MHS's intranet and as further detailed in **Exhibit B**, attached hereto and incorporated herein by reference. Resident/Fellow shall acknowledge receipt or access to such policies by executing **Exhibit B** herein.

4.2.5. Employ Resident/Fellow in accordance with the terms and conditions of this Agreement. MHS shall provide Resident/Fellow with those benefits listed on **Exhibit A** of this Agreement, attached hereto and incorporated herein by this reference, and pay Resident/Fellow's annual salary detailed in the Annual Appointment Letter.

4.2.6. Present, or cause to be presented, to Resident/Fellow a Residency certificate upon satisfactory completion of the Specialty-Specific Training Program, as determined by the Designated Institutional Official and the Program Director.

5. **Required Notifications**. Resident/Fellow shall immediately notify MHS, but in no circumstances later than one (1) business day, after obtaining knowledge of the occurrence or initiation of any of the following events or disciplinary actions, and Resident/Fellow shall provide MHS with copies of any complaints, petitions, claims, notices, summonses, indictments, charges, lawsuits or other documents filed or prepared in connection with any event described in this Section within one (1) business day of coming into actual or constructive possession of such documentation:

5.1. To the extent applicable, Resident/Fellow's license and/or certification to practice medicine in the State of Florida or any other jurisdiction lapses, becomes delinquent or is denied, suspended, revoked, terminated, relinquished, or made subject to terms of probation or other

restriction;

- 5.2. Resident/Fellow, or Resident/Fellow's insurer, is required to pay damages in any malpractice action by way of judgment or settlement in the State of Florida;
- 5.3. Resident/Fellow is notified in writing that he or she is the subject of an investigatory, disciplinary, or other proceeding before any governmental, professional, licensing board, medical staff, or peer review body;
- 5.4. Resident/Fellow is indicted, arrested, and/or convicted of any of the following offenses, including, but not limited to, (a) a felony offense, including a felony offense for which revocation of enrollment and billing privileges in the Medicare program is authorized under 42 C.F.R. § 424.535; (b) a misdemeanor or felony offense related to the delivery of health care services; (c) a misdemeanor or felony offense related to the practice of medicine; (d) a crime of moral turpitude; (e) a misdemeanor or felony offense related to Resident/Fellow's conduct as employee of a public entity; or (f) a misdemeanor or felony offense within the scope of 42 U.S.C. § 1320a-7(a) or (b).
- 5.5. Resident/Fellow is excluded, debarred, suspended, or has been otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any federal or state health care program, as defined in 42 U.S.C. § 1320a-7(h) and 1320a-7b(f) ("Federal or State Health Care Program"), including but not limited to the Medicare and Medicaid Programs, or has received notice that he or she is to be excluded, debarred, suspended or otherwise become ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program;
- 5.6. Resident/Fellow receives any information or notice, or becomes aware, by any means or methods, that he or she is the subject of any investigation or review regarding his or her participation in any Federal or State Health Care Program or is subject to investigation related to his conduct as an employee of a public entity;
- 5.7. Resident/Fellow's general assignment for the benefit of creditors, petition for relief of bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against Resident/Fellow if the same are not dismissed within forty-five (45) days of service;
- 5.8. Resident/Fellow receives any subpoena, inquiry or other request for information from any federal, state, or local government agency; or
- 5.9. Resident/Fellow is in default on repayments of scholarship obligations or loans in connection with health professions education.

6. **Salary; Benefits & Financial Support.**

- 6.1. **Salary.** Resident/Fellow shall receive an annual salary as compensation, subject to normal payroll deductions, for participating in the Specialty-Specific Training Program and providing the Medical Education Services described herein. MHS shall, in accordance with MHS's Policies and Standard Practices, pay to Resident/Fellow compensation commensurate with Resident/Fellow's PGY Level and outlined in the Annual Appointment Letter provided to Resident/Fellow prior to the beginning of each Academic Year. Compensation under this Agreement shall be paid to Resident/Fellow on a bi-weekly basis

and shall be subject to all MHS Policies and Standard Practices, all as may be amended from time to time and then in effect. Notwithstanding the foregoing, Resident/Fellow may receive compensation for hazard and emergency pay and other employee benefits for holidays and/or employee-related events or activities not mentioned in this Agreement and which may exceed the compensation listed in Resident/Fellow's Annual Appointment Letter; provided, however, that such compensation shall be available to all Residents/Fellows, is fair market value, and does not take into consideration the volume or value of referrals of Resident/Fellow. All payments to Residents/Fellows are always subject to all MHS Policies and Standard Practices, including, but not limited to, those pertaining to withholding amounts from Resident/Fellow's compensation in accordance with the requirements of applicable law for federal and state income tax, FICA, FUTA, and other employment or payroll tax purposes. Resident/Fellow understands and agrees that Resident/Fellow shall not be entitled to and shall not receive any compensation under this Agreement for any services that may be provided prior to the full execution of this Agreement by both Parties.

6.2. **Performance Reviews; Grievances; Corrective Actions.** The GME Program may place Resident/Fellow on performance reviews for matters related to such Resident/Fellow's academic performance, progress, and competence, which if not corrected to MHS's satisfaction may subject Resident/Fellow to disciplinary action, suspension without pay, or termination of employment.

6.2.1. Limitations. Resident/Fellow expressly understands and agrees that due to ACGME, CPME, and any other educational accrediting agencies' standards and guidelines as applicable and specialty board requirements, Resident/Fellow is not entitled to participate in MHS performance appraisal, merit, compensation increases, and paid time off as provided in the MHS's personnel policies, rules and regulations. These matters shall be governed by this Agreement and the GME Policies and Procedures related to performance appraisal, merit, compensation increases, and paid time off. Resident/Fellow acknowledges that it is Resident/Fellow's sole responsibility to ensure that Resident/Fellow satisfies the criteria for completion of the Specialty-Specific Training Program and specialty board requirements including without limitation the days away from program requirement set by specialty board.

6.2.2. Grievances. Resident/Fellow is not entitled to the due process rights of the MHS's Medical Staff Bylaws or to the grievance procedures of MHS's personnel policies, rules and regulations. Rather, Resident/Fellow is subject to the grievance procedures provided in the GME Policies and Procedures and shall be entitled to discuss any differences, dissatisfactions, or grievances that may exist in accordance with such procedures and the Specialty-Specific Training Program, all as amended from time to time.

6.2.3. Probation; Remediation Plans. If MHS determines, in its sole discretion, that Resident/Fellow has failed to satisfactorily comply with the requirements and duties of the Specialty-Specific Training Program, and after informing Resident/Fellow of the same, MHS, or its authorized representative, may place Resident/Fellow on an academic Remediation Plan for a specific period of time as outlined within the GME Policies and Procedures. If the deficiencies which led to Resident/Fellow's Remediation Plan are not corrected to the GME Program's

and/or Specialty-Specific Training Program's satisfaction, MHS, in its sole discretion, may place Resident/Fellow on probation or terminate this Agreement and the Resident/Fellow from the Specialty-Specific Training Program immediately. Notwithstanding the foregoing, the GME Program may immediately suspend Resident/Fellow from the Specialty-Specific Training Program if at any time the GME Program and/or the Specialty-Specific Training Program determines that Resident/Fellow poses a danger to patient care or to employees, agents, or visitors of MHS. In any event, MHS shall always comply with any applicable due process requirements conferred to Resident/Fellow as provided in the GME Policies and Procedures.

- 6.2.4. **No Additional Rights.** Nothing in this Agreement is intended to nor shall it be construed or interpreted as granting to Resident/Fellow any additional procedures or rights to due process or any other benefit or right beyond the rights and procedures delineated in the GME Policies and Procedures.
- 6.3. **Benefits.** In addition to payment of the annual salary outlined above, MHS shall provide Resident/Fellow with those benefits listed on **Exhibit A** of this Agreement, attached hereto and incorporated herein by this reference and Resident/Fellow may be entitled to certain compensation or other benefits for hazard and emergency pay, holidays, and/or employee-related events or activities that may exceed the annual salary; provided, however, that such compensation shall be available to all Residents/Fellows, is fair market value, and does not take into consideration the value or volume of referrals of Resident/Fellow.
- 6.4. **Educational Stipend.** MHS shall provide Resident/Fellow with a lump-sum annual stipend for educational expenses ("Educational Stipend") to assist Resident/Fellow in covering costs incurred in connection with Resident/Fellow's educational activities. The Educational Stipend shall be paid to Resident/Fellow sometime following the commencement of each Academic Year. The Educational Stipend is not related to the nature or number of hours of Medical Education Services Resident/Fellow will perform during the Academic Year and shall be used to cover expenses including license fees, board applications, educational books, medical equipment required for training (e.g., stethoscopes), journal subscriptions, conference registration, travel, and any other educational activities.
- 6.5. **Honoraria, Expert Fees and Royalties.** Resident/Fellow shall not provide or accept an engagement to provide medical or consulting (including speaking, research, teaching, medical directorships, malpractice chart reviews or retention as an expert witness) services, publish any written materials, work on inventions, or engage in any similar activities without the prior written consent of MHS, which consent may be withheld by MHS in its sole discretion. Resident/Fellow acknowledges that any monies received from MHS-sponsored activities, from an activity where Resident/Fellow represents MHS, or where Resident/Fellow uses MHS facilities or time to prepare shall be MHS's property.
- 6.6. **Suspension from Employment and Compensation.** At any time during the Term (a) that Resident/Fellow fails to meet each qualification specified in Section 4.1.16 of this Agreement, or (b) that one of the events listed in Section 7.2.2 of this Agreement occurs, MHS shall be entitled to immediately suspend Resident/Fellow from duties without pay.
- 6.7. **Quality and Service Standards.** Resident/Fellow shall fulfill his/her obligations under this

Agreement and provide Medical Education Services, within the scope of their Specialty-Specific Training Program, in a professional fashion, in compliance with all applicable federal and state laws, medical practice standards, rules and regulations, MHS quality initiatives and policies, and the requirements of this Agreement.

- 6.8. **Compliance.** The Parties acknowledge that although Resident/Fellow is obligated to provide the Medical Education Services as specified in this Agreement, there is no obligation of Resident/Fellow to refer patients to MHS or any affiliate of MHS, and there is no obligation of MHS to refer patients to Resident/Fellow. The Parties intend to comply with 42 U.S.C. § 1320a-7b (b) (commonly known and hereafter referred to as the “Anti-Kickback Statute”), 42 U.S.C. § 1395nn (commonly known and hereafter referred to as the “Stark Law”) and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. This Agreement will be construed in a manner consistent with compliance with such statutes and regulations, and the Parties hereto agree to take such actions necessary to construe and administer this Agreement accordingly. The Parties in good faith believe that this Agreement fully complies with the provisions of the Anti-Kickback Statute and applicable exceptions to the Stark Law self-referral regulations (42 C.F.R. §§ 411.351 – 357). No amount paid hereunder is intended to be, nor shall be construed as, an inducement or payment for referral of or recommending referral of, patients by Resident/Fellow to MHS (or its employees or agents) or by MHS (or its employees and agents) to Resident/Fellow. In addition, fees charged hereunder do not include any discount, rebate, kickback or other reduction in charge, and the fees charged hereunder are not intended to be, nor shall they be construed as, an inducement or payment for referral, or recommendation of referral, of patients by Resident/Fellow to MHS (or its employees and agents) or by MHS (or its employees and agents) to Resident/Fellow. The sole purpose of the payments to Resident/Fellow hereunder is to pay fair market value for Medical Education Services actually rendered by Resident/Fellow to MHS hereunder. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third-party payors.
- 6.9. **Commercial Reasonableness; Fair Market Value.** It is the intent of the Parties that all compensation provided for the Medical Education Services set forth herein shall be commercially reasonable and within fair market value at all times. The Parties hereto represent, covenant, and agree that the compensation set forth herein has been determined through good faith and arm’s length bargaining to be commercially reasonable and fair market value for the Medical Education Services to be provided by Resident/Fellow hereunder. The Parties further represent and warrant that the aggregate Medical Education Services under this Agreement are reasonable and necessary for the legitimate business purposes of the employment arrangement. If MHS obtains a fair market value analysis or commercial reasonableness analysis from an independent consultant that determines that the compensation is or has become above fair market value and/or no longer commercially reasonable, MHS may in its sole discretion: (i) automatically adjust the compensation set forth in this Agreement to reflect the fair market value for the Medical Education Services; or (ii) terminate this Agreement immediately.

7. **Term; Termination.**

7.1. **Start Date; Term.** Resident/Fellow’s appointment to the Specialty-Specific Training Program and employment with MHS shall commence on the Start Date set forth in the Agreement Summary Section and remain in full force and effect for the Duration of Resident/Fellow’s appointment to the Specialty-Specific Training Program and until the date the Resident/Fellow completes and graduates from the Specialty-Specific Training Program, or the earlier termination of this Agreement as provided herein (the “Term”). Notwithstanding the Duration of the Specialty-Specific Training Program or anything else in this Agreement to the contrary: (a) to the extent Resident/Fellow’s appointment to the Specialty-Specific Training Program and employment with MHS is extended by the GME Program for any reason, the Term of this Agreement shall be automatically extended therewith without a further amendment to this Agreement; and (b) to the extent the Resident/Fellow’s appointment to the Specialty-Specific Training Program and employment with MHS for any reason is less than the Duration of the Specialty-Specific Training Program outlined in the Agreement Summary Section, the Term of this Agreement shall only continue until the Resident/Fellow completes and graduates from the Specialty-Specific Program, or is otherwise terminated as applicable.

7.2. **Termination.**

7.2.1. Termination Prior to Start Date. This Agreement may be terminated by MHS prior to the Start Date upon the occurrence of one of the following events:

7.2.1.1. MHS reasonably determines that Resident/Fellow will not have obtained all necessary licenses, certifications, or any applicable work authorization required under Federal and/or Florida laws and regulations to participate in the Specialty-Specific Training Program prior to the Start Date; or

7.2.1.2. Resident/Fellow fails to pass or satisfy any MHS human resource screening, testing or other examination required to be satisfied by every MHS employee and resident.

7.2.2. Termination for Cause following the Start Date. Following the Start Date, after the Resident/Fellow receives due process in accordance with the GME Policies and Procedures (to the extent such due process is required under the GME Policies and Procedures), MHS may terminate this Agreement immediately for “cause,” which, for this Section 7.2.2, means:

7.2.2.1. Repeated failure or refusal by Resident/Fellow, after Resident/Fellow has been provided written notice and an opportunity to cure within a reasonable time, to comply with any policy, procedure, standard or regulation of MHS from time to time established, including, without limitation, MHS’s Code of Conduct, MHS’s Compliance and Ethics Program (as defined in Section 8.2), MHS’s Human Resources policies, procedures, and standard practices, including, but not limited to, the Drug Free Workplace and Drug Testing Policy, and MHS’s on-call schedule;

- 7.2.2.2. Resident/Fellow's use, at any time, of unlawful drugs or the unlawful use of prescription drugs, or the abuse of alcohol, that poses a direct threat to the health or safety of patients of MHS or that impairs the ability of Resident/Fellow to perform Resident/Fellow's duties under this Agreement;
- 7.2.2.3. MHS reasonably determines, after advance notice to Resident/Fellow, and an opportunity for Resident/Fellow to respond as suitable to the circumstances as determined by MHS in its sole reasonable discretion, that Resident/Fellow has engaged in fraud, misappropriation, embezzlement, sexual harassment, retaliation, illegal discrimination, or any intentional tort or other willful misconduct that may tend to adversely affect or reflect in any material respect upon MHS;
- 7.2.2.4. Resident/Fellow's commission of an act of fraud or dishonesty that MHS in its sole discretion determines jeopardizes the health, safety or welfare of any patient treated by MHS;
- 7.2.2.5. Resident/Fellow's failure to correct deficiencies in performance or behavior in accordance with a Remediation Plan;
- 7.2.2.6. Any act or omission by Resident/Fellow, including, but not limited to, disruptive behavior, which MHS reasonably determines is contrary to MHS's business interests, reputation or goodwill, or potentially detrimental to the general welfare, health or safety of MHS patients, visitors or employees;
- 7.2.2.7. Resident/Fellow engages in a documented pattern of disruptive, uncooperative behavior or conduct in connection with the performance of Resident/Fellow's duties pursuant to this Agreement after having received one (1) or more letters of reprimand or other form of sanction;
- 7.2.2.8. The suspension or restriction of a license, certificate, or other authority of Resident/Fellow that is needed to provide Medical Education Services;
- 7.2.2.9. Resident/Fellow's loss of an unrestricted Florida medical license or registration with the Resident/Fellow's applicable Licensing Body, including any disciplinary action by any of the Licensing Bodies which materially impairs the ability of Resident/Fellow to perform Resident/Fellow's duties hereunder;
- 7.2.2.10. Resident/Fellow's conviction for, plea of guilty to, or plea of no contest to; (i) a felony offense; (ii) any crime of moral turpitude; (iii) any criminal offense relating to the practice of medicine; (iv) any criminal offense, involving the delivery of, or billing or payment for, any drug, medical device or other health care item or service, regardless of its classification; (v) any criminal offense within the

scope of 42 U.S.C. § 1320a-7(a); or (vi) any criminal offense related to Resident/Fellow's conduct as employee of a public entity;

- 7.2.2.11. Resident/Fellow's indictment for, or being charged with, conviction of, or entering a plea of guilty or no contest to, any misdemeanor (other than minor traffic offenses, such as parking violations, speeding, and other moving violations that may be handled administratively and do not usually require a court appearance) which MHS, in its sole discretion, determines jeopardizes the reputation, business, or operations of MHS;
- 7.2.2.12. Notice to Resident/Fellow of the intent to exclude, suspend, debar or otherwise declare Resident/Fellow ineligible to participate (including revocation of enrollment and billing privileges) in a Federal or State Health Care Program, including the Medicare and/or Medicaid programs;
- 7.2.2.13. Resident/Fellow is excluded, debarred, suspended, or has been otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program, including but not limited to the Medicare and Medicaid Programs;
- 7.2.2.14. Resident/Fellow's general assignment for the benefit of creditors, Resident/Fellow's petition for relief of bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against Resident/Fellow if the same are not dismissed within forty-five (45) days of service;
- 7.2.2.15. MHS has identified or received notice of noncompliance with the terms of this Agreement by Resident/Fellow; and/or
- 7.2.2.16. Resident/Fellow's breach of any of the restrictive covenants set forth in Section 10 of the Agreement.

In any of the foregoing circumstances which specifically require notice, MHS may, in its sole discretion, elect to suspend Resident/Fellow's performance of Medical Education Services under this Agreement without pay during such notice period.

7.2.3. Immediate and Automatic Termination. In the following circumstances, this Agreement shall automatically and immediately terminate with or without any further notice to Resident/Fellow:

- 7.2.3.1. Resident/Fellow's transfer out of the GME Program to another hospital or institution's GME Program;
- 7.2.3.2. Resident/Fellow's resignation from the GME Program;
- 7.2.3.3. Resident/Fellow's termination of appointment in the GME Program for any reason;

- 7.2.3.4. Resident/Fellow's termination of employment from MHS for any reason;
 - 7.2.3.5. Resident/Fellow's failure to maintain all required United States work authorization;
 - 7.2.3.6. Resident/Fellow's abandonment of Resident/Fellow's duties as defined under the relevant policy in the MHS Policies and Standard Practices; or
 - 7.2.3.7. Resident/Fellow's death.
- 7.2.4. Non-Renewal and Termination. This Agreement shall terminate at the end of the Academic Year in the event that MHS provides notice to Resident/Fellow of its intent not to renew or that Resident/Fellow will not be promoted in the Specialty-Specific Training Program; provided, however, in the event the GME Program permits Resident/Fellow to remain in the Specialty-Specific Training Program and repeat part of or the entirety of the particular Academic Year when Resident/Fellow is not promoted, this Agreement shall not terminate and shall be automatically extended in accordance with Section 7.1 of this Agreement.
- 7.2.5. Inability to Perform. To the extent consistent with and permitted by 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973), 42 U.S.C. § 12111, *et seq.* (Americans with Disabilities Act of 1990), MHS's Policies and Practices, and other federal and state law, MHS may terminate this Agreement if Resident/Fellow suffers a disability and, with reasonable accommodations, is unable to perform Resident/Fellow's duties under this Agreement in accordance with the terms and conditions herein for a total of one hundred eighty (180) days in a calendar year, whether consecutive or not. For purposes of this Section 7.2.5 only, "disability" shall mean any illness, physical or mental, resulting in the inability of Resident/Fellow to perform Resident/Fellow's duties under this Agreement for a total of one hundred eighty (180) days in a calendar year.
- 7.2.6. Mutual Termination. If MHS and Resident/Fellow mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 7.2.7. Other Sections Providing for Termination. This Agreement may terminate in accordance with the terms of any other Section of this Agreement that provides for termination of this Agreement.
- 7.3. **Effect of Termination.** As of the date of termination of this Agreement, this Agreement shall be considered of no force or effect whatsoever and each Party shall be relieved and discharged from their respective rights and obligations hereunder, except as otherwise provided herein.
- 7.4. **Post-Termination Obligations.** Resident/Fellow shall provide MHS with reasonable post-termination cooperation, which shall include, but shall not be limited to, the following: (i) Resident/Fellow must furnish such information and assistance to MHS as may be reasonably required by MHS in connection with any litigation or settlement of any dispute between MHS and any third parties, including, without limitation, serving as a witness in court or any other proceedings; (ii) Resident/Fellow shall provide MHS with such information or

assistance as is reasonably necessary in connection with any regulatory examination by any state or federal regulatory agency; and (iii) Resident/Fellow shall keep MHS's trade secrets and other proprietary or confidential information private to the fullest extent practicable, subject to compliance with applicable laws and as may be required and/or otherwise contemplated by the Agreement. Resident/Fellow shall also complete all medical records as required by the MHS Policies and Standard Procedures and as otherwise requested by MHS.

7.4.1. Return of MHS Materials and Property. Resident/Fellow understands and acknowledges that all property, records, and data provided by MHS to Resident/Fellow are and shall remain MHS property. Resident/Fellow agrees that upon the expiration of or in the event that this Agreement is terminated or not renewed, Resident/Fellow shall cease utilizing any MHS's property and services that were made available to Resident/Fellow as a result of Resident/Fellow's status as an employee of MHS, and shall promptly, and in no event later than five (5) business days following expiration, termination, or nonrenewal of this Agreement, return any and all MHS property, including, without limitation, laptops, mobile phones, employee badges, keys, access cards, and lab coats, and any other property in Resident/Fellow's possession, custody, or control and provided or made available to Resident/Fellow by MHS. Such property shall be returned in as good condition as when such property was provided to Resident/Fellow, reasonable wear and tear excepted. In addition, all records of any kind and any and all other documents or equipment that belong to MHS or contain information related in any way to the business of MHS shall be returned promptly to MHS and in no event later than five (5) business days following expiration, termination, or nonrenewal of this Agreement. By signing this Agreement, Resident/Fellow agrees that Resident/Fellow shall be responsible for any damage, destruction, or loss to MHS-owned property, and Resident/Fellow understands and agrees that if Resident/Fellow fails to return MHS-owned equipment and it results in MHS resorting to legal action to recover such equipment, Resident/Fellow shall be liable for and agrees to reimburse MHS for all fees incurred by MHS including, but not limited to, reasonable attorneys' fees. The covenants and obligations contained in this Section 7.4.1 shall survive the termination or expiration of this Agreement.

8. Regulatory Matters.

- 8.1. **Federal and State Laws.** Resident/Fellow has not entered into, and during the Term agrees not to enter into, any financial relationships prohibited under the Stark Law and the regulations promulgated at 42 C.F.R. 411, et seq., or similar state or local statutes or regulations prohibiting certain financial relationships among health care providers, now in existence or as amended. Resident/Fellow has not engaged in, and during the Term shall not engage in, any activities prohibited under the Anti-Kickback Statute, including any amendments to such law, the regulations promulgated pursuant to the Anti-Kickback Statute, related state or local statutes or regulations, or rules of professional conduct. The obligations under this Section shall survive termination, or nonrenewal of this Agreement.
- 8.2. **Corporate Compliance.** Resident/Fellow acknowledges that MHS has adopted a program to facilitate its compliance with state and federal laws and regulations including, without limitation, Section 6032 of the Deficit Reduction Act of 2005, the Anti-Kickback Statute,

the Stark Law, and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as well as conflicts of interest and ethics under Florida law, as all such provisions may be amended from time to time. (“Compliance and Ethics Program”). Resident/Fellow acknowledges that (a) a summary of the Compliance and Ethics Program and a link to MHS’s Policies have been provided to Resident/Fellow, (b) Resident/Fellow has reviewed such materials; and (c) Resident/Fellow shall participate in the Compliance and Ethics Program and any and all in-service compliance education programs and activities, as requested by MHS, as an integral part of Resident/Fellow’s duties and responsibilities. Resident/Fellow understands that the Compliance and Ethics Program shall change from time to time and Resident/Fellow agrees to adhere to the codes, policies, and guidelines of the Compliance and Ethics Program as they may be modified in the future. Resident/Fellow’s performance of Resident/Fellow’s job responsibilities in a manner consistent with the Compliance and Ethics Program shall be elements of MHS’s evaluation of Resident/Fellow’s performance under this Agreement. In addition, Resident/Fellow is subject to and shall at all times comply with the provisions of MHS’s Policies and Standard Practices which are applicable to Resident/Fellow’s duties under this Agreement, all as adopted and amended from time to time and then in effect. Resident/Fellow understands and agrees that a breach of this Section constitutes a material breach of the Agreement and may result in (a) reduction of compensation, (b) other sanctions, and/or (c) termination of the Agreement.

- 8.3. **FERPA.** To the extent that the Family Educational Rights and Privacy Act of 1974 (“FERPA”) protects the privacy of Resident/Fellow’s educational records, MHS and the Graduate Medical Education Program shall maintain the confidentiality of those records in accordance with FERPA and any successor statute or regulation.
- 8.4. **Changes in Law.** The Parties acknowledge that the existing law and regulations may change and that the courts or state or federal agencies with appropriate jurisdiction may change their interpretation of existing law.
- 8.4.1. Following the enactment or amendment of any state or federal law, rule or regulation, or upon the issuance of any judicial order, government directive or interpretive guidance of any existing or future state or federal law, rule or regulation, should either Party, after consultation with its legal counsel, conclude in good faith that any provision of this Agreement and/or any activity hereunder is in violation of any applicable federal or state law, regulation, or rule, such Party shall (i) immediately notify the other Party in writing of such concern, including the specific provision and/or activity giving rise to such concern (the “Compliance Notice” for purposes of this Section 8.4.1); (ii) obtain a legal opinion from a mutually agreeable reputable law firm with experience in health care law concluding that the provision and/or activity violates applicable law, regulation, or rule and (iii) promptly, but in no event later than thirty (30) days, share said legal opinion with the other Party after receipt of same. The Parties shall use their reasonable best efforts during a ninety (90) day period from the date the Compliance Notice is initially received by the other Party to mutually agree to such amendments to this Agreement as to permit its valid and legal continuation; provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent

possible within the requirements of law. If after such ninety (90) day period, the Parties are unable to agree to amend this Agreement, this Agreement shall automatically terminate.

- 8.4.2. Following the enactment or amendment of any state or federal law, rule or regulation, or upon the issuance of any judicial order, government directive or interpretive guidance of any existing or future state or federal law, rule or regulation, should MHS conclude in good faith that its health care delivery system is materially affected, the Parties agree to use their reasonable best efforts during a ninety (90) day period thereafter to mutually agree upon modifications which are consistent with industry best practices, MHS Policy and Standard Practice, and/or are beneficial to the community. If, after using best efforts, the Parties are unable to reach any such agreement, then either Party may terminate this Agreement upon thirty (30) days written notice or the effective date of the change, whichever is earlier.

9. **Confidentiality.**

- 9.1. **Confidentiality; Confidential Information.** Resident/Fellow acknowledges that, as a result of this Agreement, Resident/Fellow may become informed of, and have access to, valuable and confidential information of MHS, including, without limitation, pricing information, fees, budgets, charges, protocols, policies, staffing, business planning, and strategies (“Confidential Information” for purposes of this Section 9.1). Accordingly, except as required by law, Resident/Fellow will not, at any time, either during or subsequent to the Term, use, reveal, report, publish, copy, transcribe, transfer, or otherwise disclose to any person, corporation, or other entity, any of the Confidential Information without the prior written consent of MHS, with the exception of disclosure to state licensing agencies, The Joint Commission, and other responsible persons who are in a contractual or fiduciary relationship with Resident/Fellow and who have agreed not to further disclose the Confidential Information. Resident/Fellow’s obligations and agreements under this Section shall not apply to any Confidential Information that: (i) was known to Resident/Fellow prior to the disclosure by MHS, (ii) is or becomes generally available to the public other than by breach of this Agreement, or (iii) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to MHS. Notwithstanding anything to the contrary contained in this Agreement, Resident/Fellow acknowledges that MHS, as a public entity, is subject to, among other things, Florida’s public records laws, which makes materials communicated to or from MHS pursuant to this Agreement subject to disclosure under such laws unless specifically exempted from disclosure or made confidential under Florida Statute. All non-disclosure and confidentiality obligations contained herein are subject to the Florida Public Records Act, chapter 119, *et seq.*, Florida Statutes.
- 9.2. **Confidentiality and Ownership.** All modalities, plans, and programs, and all patents, formulae, inventions, ideas of inventions, processes, copyrights, know-how, proprietary information, trademarks, trade names, strategic and operational planning information, and other medical and patient related developments (collectively, “Items” for purposes of this Section 9.2), or future improvements to such Items, developed or conceived by Resident/Fellow in the course and scope of Resident/Fellow’s employment under this Agreement, or with the use of the facilities, property or personnel of MHS, shall be promptly

disclosed to MHS and shall become the sole property of MHS. At any time during the Term of this Agreement and thereafter, Resident/Fellow, upon request by MHS, shall execute an assignment of such Items to MHS and execute such other instruments as MHS shall request to protect MHS's interest in such Items.

- 9.3. **Request for Confidential Information or Terms.** If Resident/Fellow receives a request to disclose Confidential Information or the terms of this Agreement under the terms of a subpoena or other order by a court of competent jurisdiction or by a government agency, Resident/Fellow will: (i) consult with MHS on the advisability of taking steps to resist or narrow that request; (ii) if disclosure is required, furnish only such portion of the Confidential Information or the terms of this Agreement as Resident/Fellow's counsel determines, in writing, that Resident/Fellow is legally required to disclose; and (iii) cooperate with MHS in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information or the terms of this Agreement that is required to be disclosed.
- 9.4. **Return of Confidential Information.** All tangible Confidential Information and other documentation supplied either directly or indirectly pursuant to this Agreement, including all copies thereof, or reproductions or drawings made therefrom, shall remain the property of MHS and shall be returned immediately upon written request by MHS or upon termination or expiration of this Agreement.
- 9.5. **Survival.** The obligations under this Section shall survive termination, or nonrenewal of this Agreement.

10. **Restrictive Covenants.**

- 10.1. **General.** Resident/Fellow acknowledges and agrees that, as a result of entering into this Agreement, Resident/Fellow will form beneficial relationships with MHS's patients and Medical Staff physicians and will have access to Confidential Information belonging to MHS. Resident/Fellow also acknowledges and agrees that (a) these beneficial relationships, as well as the goodwill that will be attributed to Resident/Fellow due to Resident/Fellow's association with MHS during and subsequent to the Term of this Agreement, are among the benefits to Resident/Fellow bargained for under this Agreement, (b) MHS has protectable interests in its goodwill, in attracting patients to MHS and its different facilities for treatment, and in its Confidential Information, and (c) if Resident/Fellow discloses or permits the disclosure of Confidential Information belonging to MHS, MHS will be irreparably harmed. It is the intention of the Parties that MHS be given the broadest protection allowed by law with regard to the restrictions set forth in this Article 10.
- 10.2. **Confidentiality; Restriction on Disclosure.** Resident/Fellow recognizes and acknowledges that the Confidential Information (as defined in Section 9.1) obtained by Resident/Fellow with regard to MHS (or any of its affiliates, physicians, principals, patients or business associates) during the course of Resident/Fellow's employment with MHS, and not generally known in the public domain, represents valuable, special and unique and proprietary assets of MHS's business. During Resident/Fellow's employment with MHS and following the termination of Resident/Fellow's employment, whether the termination shall be voluntary or involuntary, or with or without cause, or whether the termination is solely due to the expiration of the Term of this Agreement, Resident/Fellow shall not at any time, directly or

indirectly, disclose, disseminate, publish or permit the disclosure, dissemination or publication of any Confidential Information, to or for any other person, group, firm, hospital, association or other entity, or utilize the same for any reason or purpose whatsoever other than for the benefit and at the request of MHS unless required by applicable law. Upon termination of this Agreement, or at any time upon the request of MHS, Resident/Fellow shall promptly deliver to MHS all Confidential Information, including all memoranda, notes, records, reports, manuals, drawings, blue prints, formulas and other documents (and all copies thereof) relating to the business of MHS and all property associated therewith, then in the possession, custody or control of Resident/Fellow.

- 10.3. **Solicitation.** During Resident/Fellow's employment with MHS and for two (2) year(s) following the termination of Resident/Fellow's employment with MHS, whether the termination shall be voluntary or involuntary, or with or without cause, or whether the termination is solely due to the expiration of the Term of this Agreement, Resident/Fellow shall not, in any manner, solicit or encourage any person, firm, hospital or other business entity who are patients, business associates or referral sources of MHS to cease doing business with MHS.
- 10.4. **Covenants Independent.** Each restrictive covenant on the part of Resident/Fellow set forth in this Agreement shall be construed as a covenant independent of any other covenant or provision of this Agreement or any other agreement that MHS and Resident/Fellow may have fully performed and not executory, and the existence of any claim or cause of action by Resident/Fellow against MHS whether predicated upon another covenant or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by MHS of any other covenant.
- 10.5. **Divisibility of Covenants.** If a court or arbitrator of competent jurisdiction determines that any of the restrictive covenants set forth in this Article 10 is unreasonable in nature, duration or geographic scope, then Resident/Fellow agrees that such court or arbitrator shall reform such restrictive covenant so that such restrictive covenant is enforceable to the maximum extent permitted by law for a restrictive covenant of that nature, and such court shall enforce the restrictive covenant to that extent. The remaining restrictions in this Agreement shall be enforced independently of each other.
- 10.6. **Injunctive and Equitable Relief.** Resident/Fellow and MHS recognize and expressly agree that the extent of damages to MHS in the event of a breach by Resident/Fellow of any restrictive covenant set forth herein would be impossible to ascertain, the irreparable harm arising out of any breach shall be irrebuttably presumed, the remedy at law for any breach will be inadequate to compensate MHS and there are legitimate business purposes for the restrictive covenant, including, but not limited to, the protection of the goodwill of MHS, and its various business relationships. Consequently, Resident/Fellow acknowledges that in the event of a breach of any such covenant, in addition to any other relief to which MHS may be entitled, MHS shall be entitled to enforce the covenant by injunctive or other equitable relief ordered by a court of competent jurisdiction.
- 10.7. **Venue; Court Proceedings.** Venue of any action, proceeding, counterclaim, cross-claim, or other litigation relating to, involving, or resulting from the enforcement of any of the covenants set forth in this Article 10 shall be in Broward County, Florida. In any action or proceeding relating to or involving the enforcement of such covenants, and any

counterclaim, cross-claim or other litigation that may be asserted or brought against MHS, Resident/Fellow hereby expressly waives any and all right to a trial by jury with respect to the action, proceeding or other litigation resulting from or involving the enforcement of the covenant.

10.8. **Survival of Covenants.** All restrictive covenants contained in this Agreement shall survive the termination or expiration of this Agreement.

10.9. **Assignment; Third Party Beneficiary.** Resident/Fellow expressly acknowledges that the restrictive covenants set forth in this Agreement may be enforced by any successor or assignee of MHS to the same extent as such restrictive covenants could have been enforced by MHS.

11. **Continuation and Promotion; Non-Renewal.**

11.1 **Promotion Requirements.** Continuation and promotion in the Specialty-Specific Training Program are contingent upon satisfactory academic and professional performance by Resident/Fellow. Resident/Fellow will be evaluated in accordance with the rules and procedures set forth in the GME Policies and Procedures. If Resident/Fellow satisfactorily complies with the requirements of the Specialty-Specific Training Program and MHS desires to promote Resident/Fellow to the next level in the Specialty-Specific Training Program, MHS shall provide a letter to the Resident/Fellow of its intent to promote the Resident/Fellow, and such letter is incorporated herein by reference.

11.2 **Non-Promotion and Non-Renewal.** In the event that Resident/Fellow will not be promoted in the Specialty-Specific Training Program or if Resident/Fellow's participation in the Specialty-Specific Training Program is not going to be renewed MHS shall provide Resident/Fellow with a written notice of intent not to promote or not to renew prior to the end of the Academic Year subject to any due process requirements delineated in the GME Program's due process policy.

12. **Resident/Fellow's Representations and Warranties.** Resident/Fellow represents and warrants to MHS each of the following:

12.1. The Parties hereby acknowledge and agree that MHS maintains a database which contains all agreements under which Resident/Fellow or a member of Resident/Fellow's Immediate Family performs services for, or provides goods to, or leases property from or to MHS. Except for agreements included in the agreement database maintained by MHS, neither Resident/Fellow nor any member of Resident/Fellow's immediate family has a financial arrangement of any kind with MHS or its affiliates. For purposes of this subsection, Resident/Fellow's immediate family shall include Resident/Fellow's spouse, birth or adoptive parent, child, or sibling, stepparent, stepchild, stepbrother, or stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, grandparent, grandchild, and spouse of a grandparent or grandchild (collectively, "Immediate Family" for purposes of this Section 12.1).

12.2. Resident/Fellow has not been nor currently is under investigation by any public or private, state or federal regulatory body.

12.3. Resident/Fellow has not been excluded, debarred, suspended, or otherwise found ineligible to participate in any federal or state health care program including, but not limited to,

Medicare and Medicaid programs

- 12.4. Resident/Fellow is not undergoing any type of audit by a public or private auditing entity, and/or state or federal regulatory body for regulatory compliance issues.
- 12.5. Neither Resident/Fellow nor a member of Resident/Fellow's Immediate Family has entered into, and during the Term, shall not enter into, any financial relationships prohibited under the Stark Law and/or the regulations promulgated at 42 C.F.R. § 411.350, et seq., or similar state or local statutes or regulations prohibiting certain financial relationships among health care providers. Resident/Fellow further represents that Resident/Fellow has not engaged in, and during the Term, shall not engage in, any activities prohibited under the Anti-Kickback Statute, the regulations promulgated pursuant to the Anti-Kickback Statute, related state or local statutes or regulations, or rules of professional conduct.
- 12.6. The Conflict of Interest Disclosure Statement and Physician Ownership Disclosure Statement completed by Resident/Fellow and submitted to MHS within (6) months of the Start Date of this Agreement, is true and accurate, and is hereby incorporated herein by reference.
- 12.7. Resident/Fellow has not been indicted for, charged with, or convicted of (i) a felony offense, including a felony offense for which revocation of enrollment and billing privileges in the Medicare program is authorized under 42 C.F.R. § 424.535; (ii) a misdemeanor or felony offense related to the delivery of health care services; (iii) a misdemeanor or felony offense related to the practice of medicine; (iv) a crime of moral turpitude; (v) a misdemeanor or felony offense related to Resident/Fellow's conduct as an employee of a public entity; or (vi) a misdemeanor or felony offense within the scope of 42 U.S.C. § 1320a-7(a).
- 12.8. Resident/Fellow is not and has not been excluded, debarred, suspended, or been otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program, including but not limited to, the Medicare and Medicaid Programs, nor has Resident/Fellow received notice that he or she is to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program. Resident/Fellow further has not received any information or notice, or become aware, by any means or methods, that Resident/Fellow is the subject of any investigation or review regarding Resident/Fellow's participation in any Federal or State Health Care Program or is subject to investigation related to his or her conduct as an employee of a public entity;
- 12.9. Resident/Fellow is not subject to any restrictive covenants or conditions or any other restriction that would prevent Resident/Fellow from entering into this Agreement or being employed by MHS.
- 12.10. Resident/Fellow is a public employee, and will comply with all laws regulating the conduct of an organization and employee as a public entity.
- 12.11. Resident/Fellow is not in default on repayments of scholarship obligations or loans in connection with health professions education.
- 12.12. If at any time, subsequent to the execution of this Agreement, any of the foregoing representations and warranties has changed, Resident/Fellow shall notify the MHS

Corporate Compliance Officer immediately upon receipt of notice of such change, but in no event more than one (1) business day after receipt.

13. **Employee Status.** It is expressly acknowledged by the Parties that Resident/Fellow, while performing Medical Education Services pursuant to this Agreement and within the course and scope of Resident/Fellow's employment, is a bona fide employee of MHS and is bound by MHS's Human Resource Policies and Standard Practices, as may be revised from time to time, and laws related to Resident/Fellow's status as an employee of a public entity. Nothing in this Agreement is intended to be or shall be construed to afford Resident/Fellow any status other than that of employee while participating in educational activities and providing Medical Education Services pursuant to this Agreement.
14. **Miscellaneous.**
 - 14.1. **No Economic Interest in MHS.** Other than the information contained in this Agreement, or as otherwise disclosed to MHS in writing, neither Resident/Fellow nor any member of Resident/Fellow's Immediate Family (as defined in Section 12.1) has a financial arrangement of any kind with MHS. For purposes of this Section 14.1, the term "financial arrangement" shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind. Resident/Fellow shall complete the Physician Ownership Disclosure Statement.
 - 14.2. **Conflicts of Interest.** Resident/Fellow does not have, and shall avoid, any activities, investments, contractual relationships and other situations which conflict with its duties to MHS under this Agreement. Resident/Fellow agrees to abide by MHS's Conflict of Interest Policy, incorporated herein by reference and available on MHS's intranet, and shall execute such documents, as MHS reasonably requests, consistent herewith. Resident/Fellow shall complete the Conflict of Interest Disclosure Statement.
 - 14.3. **Indemnification.** Resident/Fellow shall indemnify, defend and hold MHS, its respective agents, officers, directors, members of the Board of Commissioners of MHS, representatives, employees and independent contractors harmless from and against any and all claims, judgments, penalties, liabilities, losses, damages and expenses (including reasonable attorney's fees and costs) brought or asserted by or on behalf of a third party arising from any act, omission, conduct or misconduct of Resident/Fellow in the performance of Resident/Fellow's obligations under this Agreement. The obligations under this Section shall survive termination, or nonrenewal of this Agreement.
 - 14.4. **No Waiver.** Failure by either Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise a right or remedy shall not operate as, or be construed to be, a waiver of any existing or subsequent breach of the same or other provision of this Agreement.
 - 14.5. **Conflict in Terms.** Except as otherwise specifically provided for in this Agreement, in the event of a conflict between any provision(s) of this Agreement and any provision(s) set forth in the MHS Policies and Standard Practices, the GME Policies and Procedures or any other policies of MHS, the following order of precedence shall govern and control the obligations and duties of the Parties: (1) GME Policies and Procedures; (2) this Agreement; and (3) the MHS Policies and Standard Practices or any other applicable policies of MHS.

- 14.6. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties hereto and their successors in interest, and is not entered into for the benefit of any other person or entity. Without limiting the generality of the foregoing, this Agreement shall not be construed as establishing, with respect to any third party, any obligation, duty or standard of care or practice different from or in addition to whatever obligations, duties or practices may exist separate and apart from this Agreement.
- 14.7. **Assignment.** The Agreement may not be assigned by Resident/Fellow except with the prior written consent of MHS, and any attempt to assign or transfer without such consent shall be null and void ab initio. Notwithstanding the foregoing, MHS may assign this Agreement and its rights hereunder to any successor or entity owning or operating MHS, to a wholly owned subsidiary of MHS, to any entity in which MHS has an ownership interest, or to an entity which acquires substantially all of its assets.
- 14.8. **Successors and Assigns.** This Agreement shall be binding upon the successors, legal representatives or permitted assigns of the Parties hereto.
- 14.9. **Amendment.** This Agreement may not be modified or amended except in writing, signed by both Parties.
- 14.10. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of the Agreement shall be valid and enforceable.
- 14.11. **Governing Law, Jurisdiction and Venue.** This Agreement shall be interpreted, construed and enforced pursuant to and in accordance with, the laws of the State of Florida without regard to conflicts of laws principles. All disputes directly or indirectly related to this Agreement shall be litigated solely in the state and federal courts with jurisdiction in Broward County, Florida and no other place, and Resident/Fellow and MHS hereby agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts.
- 14.12. **Attorneys' Fees and Costs.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. However, MHS's liability for costs and reasonable attorney's fees shall not alter or waive MHS's sovereign immunity or extend MHS's liability beyond the limits established in section 768.28, Florida Statutes.
- 14.13. **Notice.** Any notice required or permitted to be delivered under this Agreement shall be sufficient if in writing, and if delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the Parties' addresses, as listed in the Agreement Summary Section, except if Resident/Fellow notifies MHS of an alternate address as provided in Section 14.14.
- 14.14. **Change of Address.** Resident/Fellow will notify MHS's Human Resources Department and the GME Department in writing within ten (10) days of any change of Resident/Fellow's address. This notice requirement shall continue until Resident/Fellow has successfully completed all of his/her obligations under this Agreement.
- 14.15. **Entire Agreement.** This Agreement, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the

entire agreement between the Parties regarding the subject matter hereof. As between the Parties, no oral statements or prior written material not specifically referenced in this Agreement will be of any force and effect.

- 14.16. **Force Majeure.** Neither Party shall be liable for any delay or failure in performance under this Agreement deemed to be a result, directly or indirectly, of any act of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of public transportation, or any similar or dissimilar cause beyond the reasonable control of either Party.
- 14.17. **Headings, Number, Gender & Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When the context requires, the gender of all words includes the masculine, feminine, and neuter, the number of all words includes the singular and plural, and, when appropriate, the form of a word includes the past tense, present participle, or gerund. The use of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The term “shall” is mandatory and “may” is optional. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.
- 14.18. **Construction.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.
- 14.19. **Survival.** Any provisions which remain to be performed, or by their nature are intended to be applicable, or expressly state such, following any expiration or termination of this Agreement shall remain in full force and effect after such expiration/termination.
- 14.20. **Remedies Cumulative.** No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 14.21. **Other Agreements.** MHS maintains a master list of contracts that are available for review by the Secretary of the U.S. Department of Health and Human Services. Such master list shall include any other agreements Resident/Fellow has with MHS and this Agreement shall be maintained with such master list of contracts.
- 14.22. **Counterparts & Digital Signatures.** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered (whether by facsimile, e-mail, or other electronic means) shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A facsimile, PDF, or other electronic signature

shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) and shall be deemed an original signature for all purposes under this Agreement. Both Parties agree that this Agreement, any any other document necessary for the consummation of the transaction contemplated by this Agreement, may be accepted, executed, or agreed to through the use of a digital signature in accordance with applicable federal or state law, and any document accepted, executed, or agreed to in conformity with such laws shall be binding and shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. Both Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by either Party in conformance with the foregoing laws.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below to be effective as of the Start Date. By executing this Agreement, each Party certifies that it will not violate the Anti-Kickback Statute or the Stark Law with respect to such Party's performance of its obligations under this Agreement.

MHS

South Broward Hospital District,
d/b/a Memorial Healthcare System

By: _____
Saima Chaudhry, MD, MSHS
VP, Academic Affairs and DIO

Date: _____

RESIDENT/FELLOW

Click or tap here to enter text.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

RESIDENT BENEFITS

I. Professional Liability Insurance.

A. Sovereign Immunity Protection for Activities at MHS Facilities.

1. As an employee of MHS, Resident/Fellow will be entitled to the protection of sovereign immunity pursuant to section 768.28, Florida Statutes, from claims filed during or after Resident/Fellow's completion of the Specialty-Specific Training Program, but only if the alleged acts or omissions of Resident/Fellow are within the course and scope of Resident/Fellow's duties and occur at a MHS Facility during the Term. Resident/Fellow acknowledges and understands that such coverage may be maintained through a self-insurance program. Nothing in this provision may be deemed or interpreted to protect Resident/Fellow for any activities of Resident/Fellow outside the course or scope of the Specialty-Specific Training Program.
2. In connection with such professional liability coverage provided by MHS:
 - i. The Resident/Fellow agrees to cooperate fully in any investigations, discovery, and defense that arise. The Resident/Fellow acknowledges that such cooperation may extend beyond the period of the actual Specialty-Specific Training Program at MHS given the nature of legal proceedings. Resident/Fellow's agreement to cooperate in any investigation, discovery and defense shall survive the Term of this Agreement.
 - ii. If the Resident/Fellow receives any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Resident/Fellow's activities at MHS, the Resident/Fellow agrees to immediately report this receipt to MHS's Risk Management Department and submit the document received to that office.
 - iii. The Resident/Fellow agrees to cooperate fully with MHS and all attorneys retained by MHS, and all investigators, committees, and departments of MHS, particularly in connection with the following: (i) evaluation of patient care; (ii) review of an incident or claim; and/or (iii) preparation for litigation, whether or not the Resident/Fellow is a named party to that litigation.
 - iv. The Resident/Fellow acknowledges that limitation from liability provided to the State of Florida's subdivisions by Florida law may not be available outside of the State of Florida. Resident/Fellow agrees to notify MHS Claims and Insurance Department at least thirty (30) days prior to travelling outside of the State of Florida before such insurance may be required in order to secure proper insurance coverage.

- ##### B. Insurance Coverage for Activities at Non-MHS Facilities. As an employee of MHS, Resident/Fellow shall be entitled to the protection of sovereign immunity pursuant to section 768.28, Florida Statutes, from claims filed during or after Resident/Fellow's completion of the Specialty-Specific Training Program if the alleged acts or omissions of Resident/Fellow are within the course and scope of Resident/Fellow's duties, as part of the Specialty-Specific Training Program, when acting at a Non-MHS Facility. In the event Resident/Fellow is

participating in activities that are not part of the Specialty-Specific Training Program, Resident/Fellow is not protected by sovereign immunity.

- II. **Health Insurance; Life Insurance.** During the Term, Resident/Fellow will be entitled to participate in standard health insurance plan(s) and life insurance plan(s) for Resident/Fellow and Resident/Fellow's eligible dependents as afforded by MHS, as set forth in and governed by the GME Policies and Procedures and MHS Human Resources Benefits Manual.
- III. **Leave of Absence; Sick Leave; Personal Leave.** Resident/Fellow's rights with respect to leaves of absence, sick leave, and personal leave are set forth in and governed by the GME Policies and Procedures in accordance with ACGME Institutional Accreditation Requirements and MHS's employee benefit programs. As it pertains to leaves of absence, to the extent that the GME Policies and Procedures conflict with MHS's benefit programs, the GME Policies and Procedures shall supersede when modifications are a result of program accreditation requirements.
- IV. **Resident/Fellow Benefits.** During the Term, MHS shall provide Resident/Fellow with the following additional benefits:
 - A. **Meals.** MHS shall provide Resident/Fellow with meals (breakfast, lunch and dinner) while Resident/Fellow is on duty at a MHS Designated Facility. MHS will provide Resident/Fellow with access to meals in accordance with GME Policies and Procedures.
 - B. **On-Call Rooms.** Resident/Fellow will be entitled to utilize the designated on-call rooms provided by MHS to its residents when on-call.
 - C. **Laboratory Coats.** MHS shall provide Resident/Fellow with no less than one (1) laboratory coat and scrubs for use by Resident/Fellow while Resident/Fellow is on duty at a MHS Designated Facility.

EXHIBIT B

ACKNOWLEDGEMENT OF ACCESS OR RECEIPT OF MEMORIAL'S AND THE GME PROGRAM'S POLICIES AND STANDARD PROCEDURES

The undersigned hereby acknowledges access to and receipt of MHS's Code of Conduct, MHS's Policies and Standard Practices, and the Graduate Medical Education Program's Policies and Procedures, which pertain to, but are not limited to:

1. Evaluation of Resident/Fellow's performance in the Specialty-Specific Training Program, including but not limited to provisions for promotion, demotion, reappointment, retention and dismissal;
2. Moonlighting;
3. Grievance mechanism;
4. Resident/Fellow's reasonable due process rights for cases of a suspension, non-renewal, non-promotion, or dismissal regardless of when action is taken during the appointment period;
5. Resident/Fellow's participation in professional activities outside of the Specialty-Specific Training Program;
6. MHS Facility closure;
7. MHS training programs and procedures for increasing or reducing approved Resident/Fellow positions within the MHS Facilities;
8. Health and Disability insurance;
9. Vacation, Parental, Personal, and Sick Leave, and other types of leave;
10. The effect of leave on Resident/Fellow's ability to satisfy requirements for Specialty-Specific Training Program completion;
11. Information related to eligibility for specialty board exams;
12. MHS's policies and procedures related to the clinical and educational work hours to include work hour limitations;
13. Accommodations for disabilities;
14. Physician impairment and substance abuse;
15. Counseling, medical, psychological, and behavioral health services and all other support services offered by MHS;
16. Harassment;
17. Supervision;
18. Interactions with vendors and contractors;
19. Non-competition;

- 20. Professional liability and malpractice insurance; and
- 21. Other policies, procedures, and standard practices as established by MHS or prescribed pursuant to the requirements of educational accrediting and regulatory agencies as applicable, The Joint Commission and other medical educational accrediting agencies, and state and federal laws and regulations, all as may be amended from time to time.

By signing below, the Resident/Fellow hereby acknowledges receipt or access to the foregoing guidelines and policies and procedures and agrees to abide with the same.

Signature

Printed Name

Specialty-Specific Training Program

Date (must be signed prior to or on Start Date)