

TAMPA FAMILY HEALTH CENTERS GRADUATE MEDICAL EDUCATION RESIDENT AGREEMENT

This Graduate Medical Education Resident Agreement ("Agreement") made and entered as of the last signature date of the parties below by and between ("Resident") and Tampa Family Health Centers, Inc. ("TFHC").

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. APPOINTMENT AND TERM

Resident is hereby appointed to participate in the TFHC post graduate year ("PGY ") resident training program in the specialty area of Residency Program (the "Program"). TFHC agrees to provide Resident with clinical, practical, and educational experiences that, if successfully completed by the Resident, will lead to an annual reappointment and promotion to the next PGY level. Additionally, upon successful Program completion, Resident will be provided with a TFHC Certificate of Completion of the Residency and the ability to sit for either the American Osteopathic Association ("AOA") board or the American Board of Medical Specialties ("ABMS") board examination in the specialty area of .

The term of this Agreement shall commence , and end , unless earlier terminated as provided for herein. Resident shall maintain a current license in good standing with the State of Florida, Department of Health, Board of Medicine (the "Board").

2. COMPENSATION AND BENEFITS

TFHC shall provide the Resident with employment benefits which include:

- Salary of \$ for the academic year.
- Health and disability insurance for the resident and their eligible dependent(s) in accordance with TFHC policies.
- Disability insurance for resident in accordance with TFHC policies.
- Paid vacation, parental, sick, and other leaves in accordance with the TFHC residency program policies for Paid Time Off ("PTO") which are available in the TFHC Residency Program Handbook.

The Resident shall be covered by TFHC's professional liability insurance in amounts of no less than \$1,000,000 per claim/\$3,000,000 annual aggregate during the residency program while the Resident is on official duty and acting within the scope of employment in connection with this Agreement. Resident shall not be covered under TFHC's professional liability coverage while moonlighting.

Resident agrees to fully cooperate with TFHC with respect to any litigation arising out of actions involving the Resident or others which occurred during the term of this Agreement (including allegations or claims made or investigations or proceedings on-going after expiration or termination of this Agreement). Such cooperation will include, but not be limited to, assistance with trial preparation, attendance at depositions and trial, and any other reasonable requests by TFHC, at no charge to TFHC and such obligation will survive the expiration or termination of this Agreement.

3. RESIDENT PHYSICIAN RESPONSIBILITIES

Resident agrees to:

- Perform to the best of their ability in a professional, caring, and competent manner the

TAMPA FAMILY HEALTH CENTERS GRADUATE MEDICAL EDUCATION RESIDENT AGREEMENT

specific responsibilities of Residents.

- Abide by the policies, procedures, laws, rules, regulations, and protocols of affiliate sites for assigned rotations. In connection therewith, TFHC shall provide to and orient Resident to its applicable policies and protocols.
- Follow the schedule provided to Resident and timely attend all classes, clinics, lectures, rotations, and other assigned activities.
- If assigned outside of TFHC or the training facility, Resident's activities will be governed by TFHC in conjunction with the affiliate site providing some or all of the training.
- Follow all institutional and program policies in the TFHC Residency Program Handbook with respect to clinical and educational work hours and any moonlighting.
- Be responsible to the Program Director, Associate Program Director, Program Coordinator, Assigned Rotation Attending, Site Director, and Hospital/Clinic Staff under whose supervision Resident may from time to time serve, and to the Program's Chief Resident.
- Conduct themselves in compliance with all rules, regulations, and bylaws of TFHC, as well as all applicable policies, both personnel and operational, and such specific rules and regulations as from time to time may be established for Residents. Resident agrees not to engage in any activities that interfere with or detract from Resident's duties to TFHC or to the orderly and effective operation of TFHC, the educational program or the affiliate sites.

Additionally, Resident understands that their position of resident physician entails the provision of care commensurate with the resident physician's level of training and competence, under the general supervision of appropriately privileged attending staff. Specifically, the resident is expected to:

- Read, become familiar with, and abide by the policies and procedures set forth in the TFHC Residency Program Handbook or the affiliate site's resident handbook (provided to or made accessible on its website) when assigned to institutions outside of TFHC. Resident is also responsible for reviewing and abiding by any updates to TFHC's or affiliate site's policies and procedures.
- Develop a personal program of self-study and professional growth with guidance from the teaching staff.
- Participate in safe, effective, and compassionate patient care under supervision.
- Participate completely in the educational activities of the Program and as required, assume responsibility for teaching and supervising other resident physicians and medical students.
- Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the institution.
- Participate in institutional committees and councils, especially those that relate to patient care review activities.
- Develop an understanding of ethical, socioeconomic, and medical/legal issues that affect health care practice and of how to apply cost containment measures in the provision of patient care.
- Collaborate harmoniously with other members of the health care team.
- Complete in a timely manner all responsibilities with respect to medical records and maintain the confidentiality of patient records and information as required by law.
- Submit to the Program Director or to the Designated Institutional Official, at least annually, confidential, written evaluations of the Program faculty and the educational experiences.
- Achieve standards set by the Program Director in the six education competencies: Patient Care, Medical Knowledge, Practice-Based Learning and Improvement, Interpersonal and Communication Skills, Professionalism, and Systems-Based Practice.
- Abide by TFHC's or the affiliate site's dress code for all employees as applicable and as set forth in TFHC's Employee Handbook and via the affiliate site's policies and procedures.
- Complete all assigned evaluations within seven (7) days of receipt.

TAMPA FAMILY HEALTH CENTERS GRADUATE MEDICAL EDUCATION RESIDENT AGREEMENT

4. MOONLIGHTING POLICY

Resident may not engage in outside employment (moonlighting) except where prior written approval from the Program Director and Chief Medical Informatics Officer has been obtained. PGY1 and PGY2 residents are not permitted to moonlight under any circumstances. For further information, please see the Moonlighting Policy in the TFHC Residency Program Handbook.

5. CLINICAL AND EDUCATIONAL WORK HOURS POLICY

Each Program's formal written policies governing resident clinical and educational work hours are designed to foster resident education and facilitate the care of patients. Clinical and educational work hours will be set to be consistent with the ACGME's Institutional and Common Program Requirements of the specialties and subspecialties that apply to each program. Resident clinical and educational work hours and on-call time periods will not be excessive. The structuring of clinical and educational work hours and on-call schedules will be designed to focus on the needs of the patient, continuity of care, Resident well-being, and the educational needs of the Resident. These clinical and educational work hour policies will apply to all institutions to which a Resident rotates. For further information, please see the Clinical and Educational Work Hours Policy in the TFHC Residency Program Handbook.

6. SUBSTANCE ABUSE POLICY

All resident physician candidates offered employment may be screened for the presence of non-prescribed substances and/or alcohol. Those candidates testing positive for same in an initial and confirmatory testing will not be employed at TFHC in the absence of proof of a medical prescription from the resident's treating physician provided to TFHC. Where a resident physician voluntarily reveals a current chemical dependency, rehabilitation shall be offered in accordance with TFHC policies.

Employed resident physicians reasonably suspected of substance abuse are required to submit to drug screening and those employed resident physicians who test positive for same on the initial and confirmatory tests and/or have in their possession illegal drugs or alcohol will be subject to disciplinary action up to and including immediate dismissal or be offered rehabilitation if TFHC believes it is warranted by the circumstances. Retention of the Resident will depend on successful, continuous participation in a rehabilitation program until completion of the residency program. For further information, please see TFHC's Drug and Alcohol-Free Workplace Policy in the TFHC Employee Handbook and the Physician Impairment Policy in the TFHC Residency Program Handbook.

7. GRIEVANCE POLICY

TFHC is committed to ensuring an educational environment in which residents may raise and resolve issues without fear of intimidation or retaliation. Resident may request the resolution of a concern or dispute regarding their clinical and educational performance, conduct, and eligibility to continue in the Program through TFHC's Grievance Procedure. The Grievance Procedure can be found in the TFHC Residency Program Handbook.

8. RENEWAL AND PROMOTION

Once accepted to the Program, Resident will remain within the Program for the duration of the term of this Agreement, unless removed for failure to satisfactorily perform or otherwise physically unable to continue in the Program as a result of illness, accident, approved medical or family leave, or any other approved leave or discontinuance.

TAMPA FAMILY HEALTH CENTERS GRADUATE MEDICAL EDUCATION RESIDENT AGREEMENT

Upon successful completion of the Program during the term of this Agreement, Resident shall be promoted to the subsequent PGY level, and a subsequent contract will be offered.

If Resident is not to be renewed for another year of training after the expiration date of this Agreement, TFHC will notify them no later than four (4) months prior to the expiration date of this Agreement. However, if the primary reason for non-renewal occurs within the four (4) months prior to the end of this Agreement, TFHC will provide Resident with as much written notice of the intent not to renew training as the circumstances will allow.

No prior notice of intent not to be renewed to Resident is required if they will not be renewed for another year of training due to termination for disciplinary reasons.

If Resident is not to be promoted to the subsequent PGY level because Resident has failed to meet the competency-based criteria, the Program Director must notify the Resident in writing of their deficiencies and the reasons why they are not being promoted.

The Resident may appeal decisions not to renew, not to promote, or to terminate from the Program in writing to the Designated Institutional Official. Decisions of the Designated Institutional Official may be appealed in accordance with the Grievance Policy located in the TFHC Residency Program Handbook.

For further information, please refer to the Policy on Promotion, Appointment Renewal, and Non-Renewal/Dismissal in the TFHC Residency Program Handbook.

9. EXCLUDED PROVIDER

Resident understands and acknowledges that they may not participate in TFHC's graduate medical education training program if they have now or have ever been 1) convicted of a criminal offense related to healthcare fraud, 2) excluded, debarred, sanctioned, or otherwise ineligible for participation in a "Federal Health Care Program" as defined at 42 U.S.C. 1320a-7b (f) or in any other government payment program, or 3) is under investigation or otherwise aware of any circumstances which may result in being excluded in a Federal Health Care Program. The foregoing shall be an ongoing representation and warranty during the term of this Agreement and Resident shall immediately notify TFHC of becoming aware of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for TFHC to terminate this Agreement immediately.

10. INSTITUTION CLOSURE OR RESIDENCY REDUCTION/CLOSURE

In the event TFHC intends to reduce the size of or close a residency program, or close the institution, the Graduate Medical Education Committee ("GMEC"), the Designated Institutional Official and Resident will be notified as soon as possible. In these circumstances, TFHC will make every reasonable effort to fulfill the terms of this Agreement, which may include placement of Resident at an alternative site for the remainder of the current academic year. For further information, please refer to the Program Closures and Reductions Policy in the TFHC Residency Program Handbook.

11. HARASSMENT-FREE WORK ENVIRONMENT

TFHC is committed to providing an Equal Employment Opportunity (EEO) to all its employees, including residents. Discrimination on the basis of race, religion, national origin, age, disability, veteran status, marital status, sex, sexual orientation, gender identification, or any other basis protected by federal, state or local law, including verbal or physical harassment on the basis of any of the above characteristics, is prohibited and will not be tolerated. Such prohibited harassment consists of unwelcome sexual

TAMPA FAMILY HEALTH CENTERS GRADUATE MEDICAL EDUCATION RESIDENT AGREEMENT

advances or comments; ethnic jokes; ethnic, racial, religious or age- related slurs; and similar conduct. This policy is in accordance with the TFHC's Equal Employment and Nondiscrimination Policies and its Sexual Harassment Policy and in all instances will adhere to the terms and procedures of those policies. The Vice President of Human Resources is TFHC's Equal Employment Opportunity Officer. If Resident feels as if he or she has been discriminated against or observes an act which may be interpreted to be discriminatory, Resident has an absolute and unqualified duty to report it to the Vice President of Human Resources or their designee.

12. ACCOMODATION FOR DISABILITIES

Resident may request accommodation for disability by following the procedure outlined in the TFHC's policy for disability accommodation which can be found in the TFHC Residency Program Handbook.

13. RESTRICTIVE COVENANTS

Pursuant to TFHC's policy on restrictive covenants, neither TFHC nor the Program may require the Resident to sign a non- competition guarantee or restrictive covenant.

14. INTERPRETATION OF AGREEMENT

Questions regarding the terms and conditions of this Agreement shall be submitted in writing to the Executive Vice President of Medical Education or their designee for review. A final and binding written response will be rendered by TFHC within thirty (30) days from the date the Executive Vice President of Medical Education received the request.

15. TERMINATION OF AGREEMENT

This Agreement may be terminated for the following reasons:

Death or Disability. Resident's appointment shall immediately terminate upon death or if Resident is or becomes disabled and unable to perform the essential functions of their duties with or without reasonable accommodation.

Termination of Appointment. The Program Director may terminate or suspend Resident's appointment and continued participation in the Program at any time during the term of this Agreement due to personal or professional misconduct (non-academic) and/or academic reasons as set forth in the TFHC Residency Program Handbook or dismiss Resident from the Program. Resident will be advised in writing of the basis for the disciplinary action. If Resident's appointment is suspended or terminated from the Program, Resident has the right to appeal the decision through TFHC's Grievance Procedure.

Resignation. Resident may terminate their appointment here under upon ninety (90) days written notice or such shorter notice period as the Program Director shall approve. If Resident is unable or unwilling to return to duty on the agreed upon date after an approved medical or family leave, or other approved leave or discontinuance, such action shall be deemed to be Resident's resignation from the residency Program, and this Agreement shall terminate immediately.

Upon termination of this Agreement for reasons cited herein, the only obligation of TFHC shall be to pay Resident's stipend earnings which may have accrued hereunder up to the date of such termination or suspension. The final clearance procedure as outlined in the residency handbook must be adhered to prior to termination of employment.

TAMPA FAMILY HEALTH CENTERS GRADUATE MEDICAL EDUCATION RESIDENT AGREEMENT

16. MISCELLANEOUS

This Agreement and its accompanying attachments (listed below) represent the entire understanding of the parties with respect to the matters covered herein, and supersedes all prior or contemporaneous agreements, discussions, negotiations, and representations, whether written or oral. This Agreement may only be altered, amended, or modified by a writing duly signed by the parties.

This Agreement shall be construed in accordance with the laws of the State of Florida. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Hillsborough County, Florida.

If any term or provision of the Agreement is found to be illegal or unenforceable by a court or competent jurisdiction, the remainder of the Agreement shall remain in full force and effect to the maximum extent permitted by law.

With respect to the interpretation of this Agreement concerning an ambiguity or otherwise, there shall be no presumption against the drafter of the Agreement.

A waiver by either party or any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same provision or the breach of any other provision. All waivers must be in writing and executed by the waiving party.

Termination of the Agreement will not affect the parties' rights or obligations that, by their nature and context, are intended to survive termination of the Agreement.

This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

17. ATTACHMENTS

The following TFHC policies are attached to and made a part of this Agreement:

- Exhibit A: Evaluation, Progression, and Promotion Policy
- Exhibit B: Grievance and Appeal Policy
- Exhibit C: Salary and Benefits Policy
- Exhibit D: Health and Disability Insurance Policy
- Exhibit E: Vacation and Leaves of Absence Policy
- Exhibit F: Clinical and Educational Work Hours Policy

SIGNATURE PAGE FOLLOWS

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**TAMPA FAMILY HEALTH CENTERS
GRADUATE MEDICAL EDUCATION RESIDENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the last date set forth below.

TAMPA FAMILY HEALTH CENTERS, INC.

By: _____
Gaelle Laurore-Fray, DO
Executive Vice President of Medical Education

Date: _____

PROGRAM

By: _____
Jenifer Haynes, DO
Program Director, KPIGME-TFHC Pediatrics Residency

Date: _____

RESIDENT

By: _____

Date: _____