

**Graduate Medical Education Agreement of Appointment
in the
Florida State University College of Medicine Internal Medicine Residency Program
at
Sarasota County Public Hospital District
2017-2018**

This Agreement of Appointment (“*Agreement*”), made **the 27th day of March, 2017**, by, **Sarasota County Public Hospital District, d/b/a Sarasota Memorial Hospital and Sarasota Memorial Health Care System**, including its subsidiaries and affiliates and any corporations acting primarily as an instrumentality of the District (hereinafter referred to as the “*Hospital*” or “*SMH*”) and _____ (“*Trainee*”), sets forth the terms and conditions of Trainee’s appointment as a trainee, resident physician at the Hospital in the Florida State University (“*FSU*”) College of Medicine Internal Medicine Residency Program at Hospital (the “*Program*”).

RECITALS:

WHEREAS, the Hospital sponsors certain medical training residency programs accredited by the Accreditation Council for Graduate Medical Education (“*ACGME*”) and/or the American Osteopathic Association (“*AOA*”) (each interchangeably referred to herein as the “*Applicable Accredited Body*”), which are overseen at the direction of the Program’s director (“*Program Director*”); and

WHEREAS, the Hospital provides the necessary training and support services for certain medical training residencies for Hospital employed residents and the purpose and intention of this Agreement is to assist the Trainee in the pursuit of his or her studies; and

WHEREAS, the Hospital desires to appoint and employ the Trainee as a resident to receive training in the Program during the term of the Trainee’s appointment hereunder, in accordance with the terms and conditions set forth herein; and

WHEREAS, Trainee meets and will continue to meet the qualifications for appointment to an ACGME and/or AOA-accredited program throughout the term of this Agreement; and

WHEREAS, Trainee desires to receive such training in accordance with this Agreement;

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing recitals and of the terms, covenants, conditions and mutual promises contained herein, Hospital and Trainee each agree as follows:

1. Terms of Appointment.

- 1.1 Trainee is hereby extended an appointment in the Hospital’s Internal Medicine Residency Program as a trainee in year one for the period beginning **July 1, 2017** (“*Commencement Date*”) and ending **June 30, 2018** (“*Ending Date*”) (term may not exceed one academic year) at **PGY Level 1** with an annual stipend of **\$52,600.00**

Dollars (Annual Stipend”), payable in equal, biweekly installments in accordance with Hospital’s normal payroll policies and procedures. Trainee shall be entitled to a one-time commencement and relocation stipend, in addition to the Annual Stipend, as more fully described in “**Exhibit A,**” attached hereto and by reference made a part hereof. As used in this Agreement where there is a reference to a right or obligation, the term “**Program**” shall mean the legal entity Hospital, on behalf of its residency programs. In addition, where the term “**Hospital**” is referenced below it shall mean both the legal entity as well as the Program.

- 1.2 As a condition precedent to appointment, the Trainee must provide appropriate credentialing documentation to the FSU Office of Graduate Medical Education (“**FSU GME Office**”) and the Program prior to Commencement Date. In the event the Trainee fails to provide or maintain all of the following items for certification of eligibility hereunder, this Agreement shall become null and void, *ab initio*, as if this Agreement was never executed:
 - 1.2.1 A completed Application for Appointment;
 - 1.2.2 Proof of legal employment status, (i.e. birth certificate, passport, naturalization papers, valid visa, etc.);
 - 1.2.3 If the Trainee is an international medical school graduate, an original, current, and valid Educational Commission for Foreign Medical Graduates (“**ECFMG**”) certificate;
 - 1.2.4 Establish and maintain a valid medical Training License, either through the Board of Medicine or the Board of Osteopathic Medicine in the State of Florida to practice medicine in conjunction with the activities of the Program that complies with the applicable provisions of the laws pertaining to licensure in the State of Florida and provide documentation of either a valid medical training license, or a valid unrestricted medical license after completion of a minimum of one year of postgraduate training (two years of postgraduate training for international medical graduates) to the FSU GME Office by date required annually;
 - 1.2.5 Achieve and maintain life support certification(s), including, advanced cardiac life support (“**ACLS**”), basic cardiac life support (“**BCLS**”), and/or other comparable certifications required by the Program;
 - 1.2.6 This fully executed Agreement;
 - 1.2.7 Submit to a health examination and supplementary test(s), which could include tests for drug and/or alcohol abuse, and receive the required initial and annual immunizations in compliance with Hospital’s policies and procedures, and all applicable federal, state, and local laws and regulations. It must be determined the Trainee is in sufficient physical and mental condition to perform the essential functions of appointment hereunder. The results of all health examination and supplementary tests will be provided to the Hospital’s Employee Occupational Health Services, and the Trainee is no permitted to begin his or her training

program under this Agreement prior to completing all pre-employment screening requirements;

- 1.2.8 Submission of any further information that the FSU Office of Graduate Medical Education and Program may request in connection with the Trainee's credentials, including, but not limited to, a criminal background check and clearance from the National Practitioner Data Bank;
 - 1.2.9 Any documentation not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to the FSU Office of Graduate Medical Education and Program;
 - 1.2.10 Successful passage of required educational Learning Modules or other compliance and training modules required for employment and appointment hereunder by the FSU GME Office and Program;
 - 1.2.11 Successful passage of USMLE/COMLEX Part III or PM LEXUS by the end of the first year of training is required for advancement to a second training year in accordance with Applicable Accrediting Body requirements and/or Hospital policy as set forth in the Florida State University College of Medicine GME Resident Policy Manual and in the Program's Policy Manual.
- 1.3 The Program shall at all times be conducted in accordance with the standards required to maintain accreditation by the Applicable Accrediting Body. The Trainee shall inform himself/herself of, and comply with, (i) the Applicable Accrediting Body's requirements for completion of Trainee's Program and (ii) all Program-specific board requirements.
- 2. Trainee Responsibilities.** The Trainee must meet the qualifications for trainee eligibility as outlined by the Applicable Accrediting Body, and in providing services and in participation in the activities of the Program, the Trainee agrees to do the following:
- 2.1 Obey and adhere to the Hospital's Medical Staff Bylaws, the Program's Policy on Promotion and Graduation Criteria policy and the FSU Due Process: Procedure for Grievance, Suspension, Non-renewal, or Dismissal Policy for Trainees, and all other policies and practices of the Hospital Department(s) applicable to the Trainee's training hereunder, including, but not limited to the following:
 - 2.1.1 Obey and adhere to the corresponding policies of all Hospital facilities and departments to which Trainee rotates, including completion of all facility and department required education programs;
 - 2.1.2 Obey and adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by the Joint Commission, the Applicable Accrediting Bodies, and any other relevant accrediting, certifying, or licensing organization, including the State of Florida Boards of Medicine or Osteopathic Medicine; and

- 2.1.3 Report to the Program, Program Director, Hospital's legal office, and FSU GME Office any (i) investigation or correspondence from any government agency, board, or accrediting organization regarding issues which may impact the Trainee's state licensure, or (ii) any inquiry by any member of the press. The Trainee understands that the Hospital encourages the Trainee's full cooperation with any governmental investigation or inquiry. The Trainee agrees not to communicate with any inquiring private attorney or any members of the press except merely to refer such private attorneys to the Hospital's legal office and to refer the press to the Hospital's Public Relations Office.
- 2.2 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program, Program Director, and/or as necessary for the completion of applicable graduate requirements. This obligation of Trainee includes participation in orientation and core curriculum. Trainee shall also attend all required educational conferences, assume responsibility for teaching and supervising other trainees and medical students, and participate in assigned Hospital, and Hospital Medical Staff committee activities upon request.
- 2.3 Use Trainee's best efforts to provide safe, effective, and compassionate patient care and present at all times a profession, courteous and respectful attitude toward all patients, colleagues, employees, visitors at the Hospital and other facilities/rotation sites to which the Trainee is assigned.
- 2.4 Provide clinical services:
 - 2.4.1 Commensurate with Trainee's level of advancement and responsibilities;
 - 2.4.2 Under appropriate supervision as directed by the Program Director;
 - 2.4.3 At sites specifically approved by the Program and the Program's Graduate Medical Education Committee ("GMEC");
 - 2.4.4 Under circumstances and at locations covered by the Florida State University College of Medicine professional liability insurance maintained for the Trainee in accordance with Section 5.4 below; and,
 - 2.4.5 In accordance with the applicable Hospital Department's policies and procedures, including, but not limited to, the Departments of Nursing, Professional Services, Financial Services, Social Services, and other Ancillary Services Departments in connection with the evaluation of appropriate discharge and post-hospital care for hospital patients
- 2.5 Develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty that includes lifelong learning and demonstrates the Trainee's ability to assume progressive and increasing responsibility for patient care.
- 2.6 Demonstrate competency in Patient Care, Medical Knowledge, Interpersonal and Communication Skills, Practice Based Learning and Improvement, Professionalism,

Systems Based Practice, and other criteria established by the Applicable Accrediting Body by Program completion.

- 2.7 Fully cooperate with the Program, Hospital, and FSU GME Office in coordinating and completing the Applicable Accrediting Body accreditation submissions and activities including, but not limited to, the legible and timely completion of patient medical records, charts, reports, statistical operative and procedure logs, faculty and Program evaluations, and/or other documentation required by the Applicable Accrediting Body, Hospital, Hospital Department, and/or Program. Completion of the medical record, including dictation of a discharge summary, is an integral component of medical care and is part of Trainee's responsibilities. All medical records completed by Trainee must be signed by the supervising attending physician. All medical records are property of the Hospital.
- 2.8 Return, at the same time of the expiration or termination of this Agreement, all Hospital property, including but not limited to books, equipment, paper, pagers, and complete all necessary records, and settle all professional and financial obligations.
- 2.9 Cooperate fully with all Hospital, Program, FSU GME Office, and Department surveys, reviews, and quality assurance and credentialing activities.
- 2.10 Obey and adhere to the Hospital's compliance program and professional standards, including those in Hospital's Medical Staff Bylaws and Bylaws-related documents.
- 2.12 Cooperate fully with the Hospital's institutional policies prohibiting discrimination and harassment.
- 2.13 Adhere to all Policies, Procedures and Professional Expectations as outlined in the GME Resident Policy Manual, including policies regarding physician impairment, substance abuse and harassment.
- 2.14 Permit the Hospital, Program, and FSU GME Office to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body, including the Applicable Accrediting Body. Trainee hereby covenants and agrees to hold harmless the Hospital, its officers, directors, employees or other personnel for good faith compliance with any such requests for information. This covenant will survive termination or expiration of this Agreement.
- 2.15 Agree to meet the Hospital and State of Florida standards for immunizations in the same manner as all Hospital personnel.
- 2.16 Contribute to quality enhancement of education by participating in scheduled evaluations of the Program, faculty and institution.
- 2.17 Trainee is expected to develop competencies specific to system-based care and to apply cost containment measures in the provision of patient care consistent at all times with the best interest of the patient.

2.18 Trainee shall be subject to Program's dress code policies and procedures, and professional attire is required as defined by the Program. The Hospital badge must be worn at all times and may not be shared or loaned to other persons.

3. Hospital Responsibilities. The Hospital agrees to do the following:

- 3.1 Provide the Annual Stipend and benefits, including health and disability insurance, to the Trainee as outlined in Section 5 below.
- 3.2 Use its best efforts, within commercially reasonable and available resources, to provide an educational training program that meets the standards established by the Applicable Accrediting Body and/or applicable medical or program-specific board.
- 3.3 To use its best efforts, within commercially reasonable and available resources, to provide an educational training program with adequate and appropriate support staff and facilities in accordance with federal, state, local and Applicable Accrediting Body requirements.
- 3.4 To orient the Trainee to the facilities, philosophies, rules, regulations and policies of the Hospital, FSU, Program, and the Institutional and Program Requirements of the Applicable Accrediting Body.
- 3.5 To provide the Trainee with appropriate and adequate supervision for all educational and clinical activities.
- 3.6 To ensure a training environment conducive to the health and well-being of the Trainee.
- 3.7 To evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Trainee on a regular and periodic basis. The Program Director will present to and discuss with the Trainee a written summary of the evaluations at least once during each six month period of training and/or more frequently if required by the Applicable Accrediting Body, Hospital, FSU, Program, Program Director, State of Florida Medical Board or other agency as deemed appropriate.
- 3.8 Provide a fair and consistent method for review of the Trainee's concerns and/or grievances, without the fear of reprisal.
- 3.9 Upon satisfactory completion of the Program and its requirements, Trainee's responsibilities, and termination of Trainee status, furnish to the Trainee a Certificate of Completion of the Program.
- 3.10 To provide adequate accommodations for any Trainee with a disability consistent with the policies of the Hospital.

4. **Duty Hours.**

- 4.1 **Scheduling of Duty Hours.** The Trainee will perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the “*Duty Hour Policy*,” a copy of which is available in the FSU GME Office and from the Hospital, and is found in the Program Policy and Procedure Manual. Duty hours, although subject to modification and variation depending upon the clinical area to which the Trainee is assigned and/or exigent circumstances, will be scheduled in accordance with state, federal, Hospital, and Applicable Accrediting Body requirements.
- 4.2 **Change in Duty Hours Schedule.** If a scheduled duty assignment is inconsistent with this Agreement or the Duty Hours Policy, the Trainee will bring the inconsistency first to the attention of the Program Director for reconciliation or cure. If the Program Director does not reconcile or cure the inconsistency, it will be the obligation of the Trainee to notify the FSU GME Office who will inform the Designated Institutional Official (“DIO”), and the Resident Council representative who will take the necessary steps to reconcile or cure the raised inconsistency.
- 4.3 **Reporting Duty Hours.** The Trainee will report duty hours accurately to FSU from a yearly institutional survey and from Program monitoring/audit.
- 4.4 **Moonlighting.** Unauthorized extracurricular professional activities are inconsistent with the educational objectives of Trainee Program requirements as specified by the Applicable Accrediting Body, and, therefore, are prohibited. However, the responsibility for determining whether any proposed moonlighting activity or temporary special medical activity is authorized or unauthorized rests with the departmental Chairman, Program Director, and DIO. Certain extracurricular medical activities (nonprogrammatic moonlighting) are not covered by FSU GME professional medical malpractice insurance. Trainee acknowledges that GME will not provide professional liability insurance as outlined in Section 5.4 of this Agreement to Trainee for any unauthorized, extracurricular, professional activities. The State of Florida requires a trainee to have a permanent medical license in order to provide professional activities outside of the Program. All trainees under Applicable Accrediting Body programs must provide appropriate documentation with signatures granting authority before any activity will be approved in accordance with the Moonlighting Policy, “Resident Request for Moonlighting,” as found in the GME Resident and Program Policy Manuals. Trainees on visas must consult with the Office of Graduate Medical Education prior to seeking approval of any moonlighting activities as certain legal restrictions on moonlighting may apply.
- 4.5 **Assignments/Rotations:** Assignments and rotations in the Program shall be carried out by Trainee as defined by the Program.

5. **Financial Support and Benefits.** The Hospital will provide the Trainee with financial support and benefits in the following areas:

- 5.1 **Annual Stipend.** To ensure financial support at a uniform level for all trainees in each year of post graduate medical training, the Hospital shall provide an Annual

Stipend in the amount set forth in Exhibit A, which shall be the Trainee's sole source of compensation. Except for pre-approved and authorized extracurricular activities and services, the Trainee will not accept from any other source a fee of any kind for the provision of professional services. Trainee shall not bill or collect for the professional services rendered by Trainee hereunder

5.2 **Housing; Uniforms and Parking.** The Hospital shall provide adequate and appropriate food and sleeping quarters to Trainee when Trainee is on-call in the Hospital. Personal housing must be obtained and fully paid for by Trainee. The Hospital shall also provide reasonable and necessary uniforms and parking to the Trainee.

5.3 **Paid Leave.** The Hospital shall provide vacation, sick and parental leave time ("*PTO*") consistent with the policies of the Program not to exceed four (4) weeks during the term of this Agreement (to include all vacation, holiday, interview days and/or sick time). Such PTO shall be scheduled at the discretion of the Program Director. Any such PTO, other than unplanned illness, requires pre-approval by the Hospital, and all PTO not taken during the term of this Agreement shall not be paid out as cash or carryover into another term of appointment.

5.3.1 **Leaves of Absence.** All leave of absence requests must be submitted to the Program Director, FSU GME Office and Hospital with as much reasonable notice as possible. Such leave for cause includes statutory family/medical leave, military leave, extended sick leave or other causes determined to required extended absence from training. The Trainee expressly acknowledges that additional training after a leave of absence or PTO may be needed for successful completion of the Program, as determined by the Program in consultation with the Program Director, and/or for the Trainee's Board certification requirements. The amount of sick leave, leave of absence, or disability time that will necessitate prolongation of the training time for the Trainee will be determined by the Program Director and the requirements of the Applicable Accrediting Body.

5.4 **Professional Liability Insurance.** The parties acknowledge and agree that the Florida State University College of Medicine Self Insurance Program will provide the Trainee with professional liability insurance coverage while the Trainee is acting within the scope of his/her assigned Program activities.

5.4.1 The Trainee agrees to cooperate fully in any investigations, discovery, and defense that may arise. The Trainee's failure to cooperate may result in revocation of insurance coverage.

5.4.2 If the Trainee receives, or anyone with whom the Trainee works receives on his/her behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Trainee's activities at the Hospital, the Trainee agrees to immediately report this receipt to Hospital's legal department,

Program Director and FSU GME Office and/or Self Insurance Program and submit the document received to that office.

- 5.4.3 The Trainee agrees to cooperate fully with Administration, Hospital, Program, and FSU GME Office in connection with claims arising from the following: (a) evaluation of patient care; (b) review of an incident or claim; (c) preparation for litigation, whether or not the Trainee is a named party to that litigation.

5.5 **Other Additional Benefits.**

- 5.5.1 **Vision, Health, and Dental Benefits.** The Hospital shall provide medical, dental and vision plans from which the Trainee may choose consistent with the options, rates, terms and conditions available to other similarly situated Hospital employees. It is the Trainee's obligation to select and enroll in the benefit program(s) he/she desires in accordance with the Hospital's human resources policies and procedures related to the same. If eligible, and in accordance with any applicable plan requirements, Trainee may enroll eligible dependents for health insurance benefits. Benefits are effective as of the Commencement Date.

- 5.5.2 **Life Insurance; Short and Long Term Disability Insurance; and Workers' Compensation.** The Hospital shall provide Trainee with life insurance, short and long term disability insurance and workers' compensation insurance as more fully set forth in Exhibit A. The Trainee's spouse and children are not covered.

- 5.5.3 **Confidential Support Services; Impairment and Substance Abuse.** Hospital shall inform Trainee of, and make available, the Hospital's written policies for handling physician impairment related to substance abuse. Hospital shall provide Trainee access to the Hospital's Employee Assistance Program, which provides support services on a confidential basis, including matters relative to Trainee impairment and substance abuse.

- 5.6 **Discontinuation of Benefits.** The Hospital reserves the right to modify or discontinue any of the benefits set forth herein, other than the Annual Stipend, including those applicable benefit provisions of Exhibit A at any time, upon notice to Trainee and in accordance with applicable law.

- 5.7 **Resident Council Executive Committee.** On an annual basis, members of the Resident Council appoint officers to a GME resident council (the "***GME Resident Council Officer***"). Each such GME Resident Council Officer will be eligible to receive an additional annual stipend in such amounts and frequencies as determined by the FSU GME Office and /or Program. The appointed officers will be reported to the FSU GME Office.

- 6. Reappointment.** The duration of this Agreement is for a period of twelve (12) months, not to exceed the academic year. Re-appointment and/or promotion to the next level of training is conditional upon: (a) satisfactory completion of all training components as mandated by the Program, FSU GME Office, and the Hospital; (b) the availability of a position; (c) satisfactory performance evaluations and documentation of passage of appropriate licensing examinations; (d) full compliance with the terms of this Agreement; (e) the continuation of the Hospital's, FSU GME Office's, and Program's accreditation by the Applicable Accrediting Body; (f) the Hospital's financial ability; and (7) furtherance of the Hospital's objectives. The Program maintains confidential records of all Trainees in accordance with all applicable state and federal law. At all times, continuation and/or promotion in the Program are contingent upon satisfactory academic and professional performance by Trainee as determined in accordance with the applicable policy and the FSU GME Resident Policy Manual.
- 6.1 Notice of Non-Reappointment.** In the event the Program Director, Hospital, or FSU GME Office elect not to re-appoint the Trainee to the Program, the Program Director will provide the Trainee with a written notice of the intent not to renew Trainee's appointment. If Trainee will not be promoted, the Program shall endeavor to provide as much notice as circumstances reasonably allow, prior to the end of this Agreement. In the event of proposed suspension, non-renewal, non-promotion, or dismissal, Trainee will be provided appropriate due process in accordance with the FSU GME Resident Policy Manual, and disputes that arise from the promotion decision may be directed through the grievance procedure described in Section 7 below.
- 6.2 Non-Reappointment Based on Institutional Factors.** When non-reappointment is based on reasons other than the Trainee's performance or Trainee's compliance with the terms of this Agreement, for example Hospital or Program closure, reduction or discontinuance, such non-reappointment will be final and not subject to further appeal or review and will not be grievable under the Hospital's grievance procedure noted in Section 7 below. In the event of non-reappointment pursuant to this Section, Trainee will be entitled to the following:
- 6.2.1 Notification of non-reappointment as soon as practical after the decision to close is made;
 - 6.2.2 Reasonable assistance in finding appointment to another training program; and
 - 6.2.3 Fiscal resources permitting, payment of Annual Stipends and benefits up until the conclusion of the term of this Agreement.
- 7. Grievance Procedures.** The Trainee is encouraged to seek resolution of grievances relating to his/her appointment, this Agreement, Trainee's responsibilities, or any other concerns or issues related to the interpretation, application, or breach of any policy, practice, or procedure in the Program, including any differences between the Trainee and the Hospital and/or Program and/or any representative thereof, according to the FSU GME Resident Policy Manual. The GMEC and the Program have established a grievance procedure whereby Trainee may resolve, in a fair and equitable manner, any dispute or

disagreement brought forth by Trainee, a copy of which can be found in the FSU GME Office and provided to the Trainee upon request.

8. Corrective Action, Termination and Suspension.

8.1 **Termination**. If not earlier terminated as otherwise provided in this Agreement, this Agreement shall terminate as of the End Date. Any termination of this Agreement shall terminate Trainee's appointment to the Program.

8.1.1 **Corrective Action**. During the term of this Agreement, the Trainee's appointment is conditioned upon satisfactory performance of all Program elements by the Trainee. If the actions, conduct, or performance, professional or otherwise, of the Trainee are deemed by the Hospital, FSU GME Office, Applicable Accrediting Body or Program Director to be inconsistent with the terms of this Agreement, the Hospital's standards of patient care, patient welfare, or the objectives of the Hospital, or if such actions, conduct, or performance reflects adversely on the Program or Hospital or disrupts operations at the Program or Hospital, corrective action, including reprimand, suspension, or termination from the Program, may be taken by the Hospital and Program Director. All such corrective action shall be taken in accordance with the "Due Process: Procedure for Grievance, Suspension, Non-renewal, or Dismissal Policy," a copy of which can be found in the FSU GME Office and provided to the Trainee upon request.

8.1.2 **Termination of Agreement**. The Hospital may terminate this Agreement immediately for any of the following reasons with respect to Trainee: (i) professional incompetence; (ii) a material breach of the terms of this Agreement that remain uncured for ten (10) business days; (iii) serious neglect of duty or violation of Hospital rules, regulations or policies; (iv) conviction of a felony or other crime of moral turpitude; (v) conduct that is seriously and clearly prejudicial to the best interest of the Hospital; (vi) unapproved absence from the Program; (vii) action or inaction reasonably determined by Hospital to involve moral turpitude or is contrary to the interest of patient care or Hospital; (viii) failure to progress satisfactorily in the Program's education and clinical program; (ix) total disability as defined in Hospital's employment policies and procedures, or inability to perform duties required hereunder for a designated period of time in accordance with Hospital's employment policies and procedures; (x) determination by Hospital of material failure to comply with any specific obligations or intent of this Agreement; or (xi) falsification of any information supplied to the Program or Hospital by Trainee as part of the entrance requirements of the Program, or knowingly giving false information or assisting other in doing so.

8.2 **No Exclusion**. Trainee specifically agrees that Hospital may immediately terminate this Agreement in the event Trainee becomes debarred, excluded, or suspended, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f), or if any other event occurs that makes Trainee an Ineligible Person. An "***Ineligible Person***" is an individual or entity who: (i) is currently

excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (ii) has been convicted of a criminal offense that falls within the range of activities described in 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Trainee understands and agrees that Trainee has an affirmative duty to immediately disclose to the Hospital, FSU GME Office, and Program Director if Trainee becomes an Ineligible Person.

9. Reporting Obligations. The Hospital will comply with the obligations imposed by applicable federal, state, and local laws, rules, and regulations, and all applicable requirements of Applicable Accrediting Body to report instances in which the Trainee is not reappointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare.

10. Confidentiality and Privacy.

10.1 Trainee will protect the confidentiality, privacy and security of patient, student and personnel, business and other confidential, sensitive electronic or proprietary information (collectively “Confidential Information”) of Hospital, Program from any source and in any form (talking, paper, electronic). Trainee understands that the kinds of Confidential Information he/she may see or hear on the job and must protect include, but are not limited to, the following:

- **PATIENTS AND/OR FAMILY MEMBERS** (such as patient records, conversations and/or financial information).
- **MEDICAL STAFF, EMPLOYEES, VOLUNTEERS, STUDENTS, CONTRACTORS, PARTNERS** (such as social security numbers, salaries, evaluations, other clinical information, employment records, disciplinary actions).
- **BUSINESS INFORMATION** (such as financial records, reports, memos, contracts, Hospital computer programs, technology).
- **THIRD PARTIES** (such as vendor contracts, computer programs, technology).
- **OPERATIONS IMPROVEMENT, QUALITY ASSURANCE, MEDICAL OR PEER REVIEW** (such as utilizations, data reports, quality improvement, presentations, survey results).

10.2 With regard to the Confidential Information, Trainee specifically acknowledges and agrees as follows:

1. Trainee WILL protect Hospital’s Confidential Information in any form. Trainee WILL follow Hospital policies, procedures and other privacy and security requirements.

2. Trainee WILL NOT post or discuss any Hospital Confidential Information, including patient information, patient pictures or videos, hospital financial or personnel information on any personal social media sites such as Facebook or Twitter. Trainee WILL NOT take any pictures of patients for personal use with my cell phone or similar methods. Trainee WILL NOT POST Confidential Information including patient pictures on any hospital-sponsored social media sites without the appropriate patient authorization in accordance with management approval and hospital policies and procedures.
3. Trainee WILL complete all required privacy and security of Confidential Information training.
4. Trainee WILL ONLY access information that I need for my job or service at the Hospital.
5. Trainee WILL NOT access, show, tell, use, release, e-mail, copy, give, sell, review, change or dispose of Confidential Information unless it is part of my job or to provide service at Hospital. If it is part of my job or to provide service to do these tasks, I will follow the correct procedures and only use/access the minimum necessary of the information to complete the required tasks.
6. When Trainee's work or service at Hospital GME Program ends, Trainee will not disclose any Confidential Information, and I will not take any Confidential Information with Trainee if Trainee leaves or is terminated.
7. If Trainee must take Hospital Confidential Information off Hospital property, Trainee will do so only with Trainee supervisor's permission and in accordance with Hospital policies and procedures. Trainee will protect the privacy and security of the information in accordance with Hospital policies and procedures, and Trainee will return it to Hospital.
8. If Trainee has access to Hospital computer system(s), Trainee WILL follow hospital policies and procedures regarding secure system usage.
9. Trainee WILL NOT use another's User ID and password to access any Hospital system, and Trainee will not share Trainee's User ID, Hospital password or other computer password with anyone.
10. Trainee will tell Trainee's supervisor or Program Director if Trainee thinks someone knows or used my password or may use my password or if Trainee is aware of any possible breaches of confidentiality at Hospital.
11. Trainee WILL log out or secure my workstation when Trainee leaves the computer unattended.
12. Trainee WILL ONLY access Confidential Information at remote locations with consent from my supervisor or Program Director.
13. If Trainee is allowed to remotely access Confidential Information, Trainee is RESPONSIBLE for ensuring the privacy and security of the information at ANY location (e.g., home, office, etc.)
14. Trainee WILL NOT store Confidential Information on non-Hospital systems including on personal computer devices.

15. Trainee WILL NOT maintain or send Confidential Information to any unencrypted mobile device in accordance with hospital policies and procedures.
16. Trainee UNDERSTANDS that Trainee's access to Confidential Information and Trainee's Hospital e-mail account may be audited.
17. If Trainee receives personal information through Hospital e-mail or other Hospital systems, Trainee AGREES that hospital personnel may examine it, and Trainee does not expect to be protected by hospital.
18. Trainee UNDERSTANDS that Hospital may take away or limit my access at any time.
19. Trainee WILL become informed as to the privacy and security provisions and other requirements of the Health Insurance Portability and Accountability Act (HIPAA) and of the Hospital and will comply with same.

Trainee UNDERSTANDS that the failure to comply with the above confidentiality provisions may result in the termination of Trainee's employment at Hospital and/or civil or criminal legal penalties.

11. Sexual Harassment. It is the policy of the Hospital that sexual harassment will not be tolerated. Complaints or concerns regarding sexual harassment may be submitted to the Program Director, DIO or or designated sexual harassment contact person in accordance with Hospital's Sexual Harassment Policy. Conduct by a Trainee which constitutes sexual harassment will be grounds for dismissal or other disciplinary action.

12. Miscellaneous.

12.1 **Taxes.** The Hospital will deduct appropriate items, including FICA (Social Security) and applicable federal, state, and city withholding taxes from compensation payable to Trainee hereunder.

12.2 **Release of Information.** Trainee authorizes all representatives of the Hospital to disclose any pertinent data regarding his/her application, credentials, background, and educational training as they deem necessary. Trainee also understands that participation in the Program may require that Trainee participate in providing clinical care at any Hospital facilities and/or programs, and Trainee authorize the Hospital to provide any information including, but not limited to, information from Trainee's personnel file, insurance and claims history information, and any other information relating to Trainee's service as a trainee at Hospital to these Hospital facilities and/or programs. Trainee releases from liability and agrees to hold harmless all employees, agents, and representatives of the Hospital and their employees from their acts performed and statements made in connection with obtaining, reviewing, and evaluating Trainee's credentials and qualifications. This release will remain in effect following training, but may be revoked by the Trainee after leaving the Program by written notice to the Program. Trainee also releases from liability any and all individuals, institutions, or health care organizations listed in his/her application or any of their representatives who, in good faith and without malice, might provide or request information of the Hospital concerning Trainee's professional competence, ethics, character and other qualifications for appointment as a Trainee of the Hospital, program, and GME .

- 12.3 **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability will not affect the remainder of this Agreement, which will remain in full force and effect and will be enforceable in accordance with its terms.
- 12.4 **Authority of the Hospital.** The terms of this Agreement are subordinate to the policies and procedures of the Hospital, FSU GME Office, and the Program as those policies and procedures may change from time-to-time. Nothing in this Agreement will be construed as limiting the authority of the Hospital from changing policies or procedures or from making any such changes immediately effective. The Hospital, FSU GME Office, and/or Program will make reasonable efforts to notify Trainee of changes to its respective policies and procedures that may materially affect a Trainee's rights and obligations under this Agreement.
- 12.5 **Limitations Period.** Trainee agrees that he/she will not commence any action or legal proceeding relating to his/her employment and training at the Hospital, within the Program, or the termination thereof more than six (6) months after the event and complained of and voluntarily waives any statute of limitations to the contrary.
- 12.6 **Governing Law; Forum.** Both Trainee and Hospital irrevocably and unconditionally (a) consent to submit to the exclusive jurisdiction of the courts of the State of Florida for any proceeding arising in connection with this Agreement and (b) waive any objection to the laying of venue of any such proceeding in the courts of the State of Florida. Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Twelfth Judicial Circuit in and for Sarasota County, Florida, or in the United States District Court for the Middle District of Florida. With regard to any legal disputes arising out of or related to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party(ies) all reasonable legal fees, costs, charges, and expenses incurred, including reasonable attorneys' fees, whether from the initial request for redress or through trial, appeal, and collection.
- 12.7 **Assignment.** Trainee agrees that the obligations of Trainee under this Agreement are personal and that Trainee may not assign this Agreement or any rights or duties under this Agreement. This Agreement or any rights or duties there under are assignable by Hospital, GME or Program without consent.
- 12.8 **Compliance Obligations.** Trainee represents Trainee has read, understands, and will abide by Hospital's Policies and Procedures. Trainee will comply with Hospital's Compliance Program and Hospital policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Hospitals Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "*False Claims Laws*") with descriptions of penalties and whistleblower protections pertaining to such laws, are available upon request.

12.9 **Entire Agreement; Modification.** This Agreement constitutes the complete agreement and understanding between the parties with respect to the subject matter herein. This Agreement supersedes and renders void any prior understanding of the parties, written or oral, with regard to such subject matter. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

12.10 **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.

12.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of the Agreement.

12.12 **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and sent by certified mail, return receipt requested, to the parties at the following addresses (or at such other addresses as may be furnished from time to time):

If to Physician, to:

[_____]
[_____]
[_____]

If to Hospital, to:

David Verinder
President and CEO
Sarasota Memorial Health Care System
1700 South Tamiami Trail
Sarasota, Florida 34239

with a copy to:

Legal Department
Sarasota Memorial Health Care System
1700 South Tamiami Trail
Sarasota, Florida 34239

12.13 **Waiver.** A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.

12.14 **Interpretation.** Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arm's length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties to this Agreement.

12.15 **Cooperation.** The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

[SIGNATURES TO FOLLOW]

SAMPLE

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS AGREEMENT.

TRAINEE

Trainee Signature _____
Date

PROGRAM DIRECTOR

By: _____
Wilhelmine Wiese-Rometsch, MD _____
Date
Founding Program Director and
Associate Program Director
Florida State University College of Medicine
Internal Medicine Residency Program at Sarasota Memorial Hospital

HOSPITAL

By: _____
David Verinder _____
Date
President and CEO

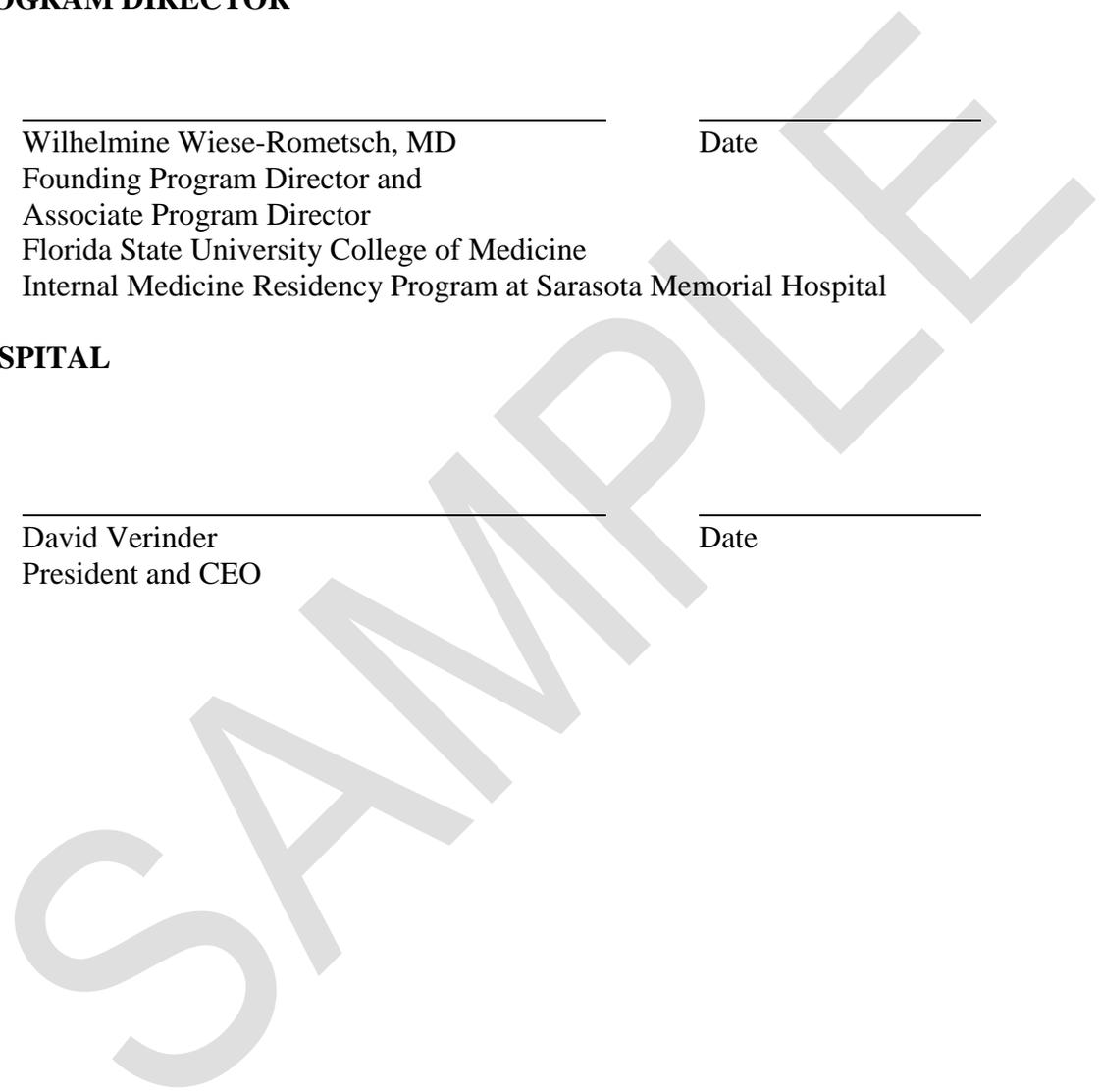


Exhibit "A"

Summary of Internal Medicine Residency Program Benefits

Summary of Internal Medicine Residency Program Benefits

Below is a list that includes the Program benefits that may be in effect, from time to time, that Hospital offers to Trainees in the Program, as of the date of this Agreement:¹

1. An annualized stipend of Fifty Two Thousand Six Hundred Dollars (\$52,600.00), as set forth in Section 1.1 of the Agreement.
2. An orientation stipend of One Thousand Twelve Dollars (\$1,012.00).
3. A Signing/Relocation allowance, in the amount of Five Thousand Dollars (\$5,000.00), subject to applicable federal, state, and city withholding taxes, to be disbursed during the Trainee's first week of orientation. The parties acknowledge and agree that the Repayment Agreement, attached to this Agreement as EXHIBIT B and incorporated therein by this reference, shall govern the repayment of certain amounts to SMH if Trainee does not complete the first year of the Program for any reason. The Internal Medicine Residency Program Director shall have sole discretion of waiver in part or whole of this allowance.
3. Professional liability insurance through FSU's institutional liability coverage, not an individual policy.
4. Trainee single coverage under Hospital's group health insurance program, as provided to Hospital's employees and as described in SMH Employee Information maintained on the SMH intranet. Trainee may elect to participate in eligible dependent health insurance with payment of applicable premiums as provided to SMH's employees and described in SMH Employee Information maintained on the intranet.
5. Term Life Insurance of a value of Fifty Thousand Dollars (\$50,000.00).
6. Short Term Disability Insurance coverage of 60% per week benefit up to \$2,500.00 per week, for up to 180 days after a 30 day waiting period under SMH's disability insurance program as provided to SMH employees and as described in the SMH Employee Information maintained on the intranet.
7. Long Term Disability Coverage of 50% per month benefit up to a maximum of \$8,000.00 per month starting at the 181st day of disability, under SMH's disability insurance program without Trainee's contribution to premium payments as provided to SMH employees as described in the SMH Employee Information maintained on the Intranet.

¹Please consult the Internal Medicine Residency Program Policy and Procedure Manual and SMH's Employee Handbook and FSU GME Policy and Procedure Manual for a more comprehensive and current listing of all benefits which may be in effect from time to time and the specific details of each benefit offered. Such benefits may be modified by SMH at its sole discretion, except as otherwise provided in this Agreement.

8. Vacation, personal leave, family medical leave and sick leave benefits as described in the Residency Manual; however, leave time may not be carried over from one year to another and the cumulative allocation of these categories of paid and unpaid leave shall not exceed limits imposed by ACGME and the American Board of Internal Medicine, without extending the residency training hereunder.
9. Continuing Medical Education Leave of five (5) days annually; such leave time may not be carried over from one year to another.
10. Continuing Medical Education travel reimbursement of One Thousand Dollars (\$1,000.00) annually for the term of this agreement. If this reimbursement amount is not used over the course of an educational year, it may not be carried forward to subsequent years or used for other expenditures.
11. Reimbursement for approved educational books, software, tapes or other appropriate educational media up to Three Hundred Dollars (\$300.00), annually; however, if this reimbursement amount is not used over the course of an educational year, it may not be carried forward to subsequent years or used for other expenditures.

EXHIBIT “B”

Trainee must maintain the Trainee’s original position and status as a condition of receiving the additional signing/relocation commencement payment of Five Thousand Dollars (\$5,000.00), as set forth in this Agreement, at the end of the first week of appointment in the Program. Any such commencement payment shall be made in gross form, subject to all applicable tax withholdings. Trainee understands and agrees that Trainee is required to work hours as specified by Applicable Accrediting Body regulations, standards, and this Agreement, during the term of this Agreement.

Trainee agrees and understands that in the event that Trainee does not work the required hours and/or the required months in accordance with this Agreement, or this Agreement is terminated by Hospital for cause as set forth in Section 8.1.2, any and all monies Trainee has received as a signing/relocation allowance hereunder shall be immediately due and payable to Hospital and Trainee hereby gives Trainee’s express approval for Hospital to deduct such amounts in full from Trainee’s compensation.

Waiver of this repayment in part or whole, shall be at the discretion of the Internal Medicine Residency Program Director.