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BROWARD HEALTH
RESIDENT EMPLOYMENT AGREEMENT

DRAFT

AGREEMENT SUMMARY SECTION

- **Agreement Execution Date:** _____
- **Resident Name:** _____
- **PGY Level:** (Section 3.5) PGY _____
- **Residency Program:** (Section 3.7) _____
- **Specialty College:** (Section 3.8) _____
- **Term:** (Section 3.10) July __, 201__ through June __, 201__
- **GME Manual:** (Section 3.4) _____
- **Annual Salary** (Section 6.1): \$ _____
- **Educational Stipend Amount:** (Section 6.4) _____
- **Effective Date:** (Section 7.1) _____
- **Broward Health Designated Facilities** (list facilities where Resident will participate during Residency Program): _____

- **Addresses for Notice** (Section 10.16):

Broward Health:

Office of Graduate Medical Education
Broward Health
Attention: Director of Medical Education
1600 South Andrews Avenue
Ft. Lauderdale, Florida 33316

Copy to:

Broward Health
Attn: General Counsel
1800 NW 49th Street
Ft. Lauderdale, Florida 33309

Resident:

Name: _____
Address: _____
Phone: _____
Employee Number: _____
Email Address: _____

RESIDENT EMPLOYMENT AGREEMENT

THIS RESIDENT EMPLOYMENT AGREEMENT (“Agreement”), is made as of the Effective Date set forth in the Agreement Summary Section (which Summary Section is hereby incorporated by reference and made part of this Agreement), by and between the NORTH BROWARD HOSPITAL DISTRICT d/b/a Broward Health, a special taxing district of the State of Florida (“**Broward Health**”) and the individual identified as the Resident in the Agreement Summary Section (“**Resident**”).

RECITALS

WHEREAS, Broward Health is a multi-facility hospital system consisting of four (4) hospitals and several ancillary centers and facilities located throughout Northern Broward County, Florida (referred to collectively as the “**Broward Health Facilities**” and individually as a “**Broward Health Facility**”);

WHEREAS, Resident has been accepted by the Residency Program and is eligible to and shall obtain prior to the Effective Date of this Agreement all necessary licenses and certifications required under Florida laws and regulations to participate in the Residency Program;

WHEREAS, the parties recognize that the negotiation, commencement and performance of this Agreement is subject to substantial state and federal regulation and that they shall at all times endeavor to comply with all applicable regulations;

WHEREAS, Resident has received, reviewed, understands and agrees to abide by Broward Health’s policies and procedures, including, without limitation, Broward Health’s policies and procedures related to the federal Anti-Kickback Statute and the federal Stark Law and similar State laws regarding prohibited remuneration and restrictions on referrals; and

WHEREAS, Broward Health desires to employ Resident, and Resident desires to be employed by Broward Health, to serve in the Residency 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, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto 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 is true and correct and is hereby incorporated by this reference.
3. **Definitions**. Unless the context otherwise requires, the terms defined in this Section 3 shall, for the purposes of this Agreement, have the meanings herein specified.

- 3.1. “**BH Policies & Procedures Manual**” means the Broward Health Policies and Procedures Manual prepared by Broward Health and made available to each Broward Health employee.
- 3.2. “**Broward Health Designated Facilities**” means and refers to those Broward Health Facilities where Resident will participate during the Residency Program.
- 3.3. “**Director of Medical Education**” means the Broward Health approved physician who is responsible for overseeing those educational programs taking place at Broward Health Facilities pursuant to and in accordance with the Master Affiliation Agreement and the Operating Agreement.
- 3.4. “**GME Manual**” means the Graduate Medical Education Policies and Procedures Manual prepared and made available by the Broward Health Office of Graduate Medical Education.
- 3.5. “**PGY Level**” means and refers to the experience level within the Residency Program identified in the Agreement Summary Section that the Resident will be in during the Term.
- 3.6. “**Program Director**” means the individual responsible for the day-to-day operations of the Residency Program.
- 3.7. “**Residency Program**” means and refers to the graduate medical training program listed in the Agreement Summary Section.
- 3.8. “**Specialty College**” means the specialty college identified in the Agreement Summary Section.
- 3.9. “**Supervising Attending Physician**” means the physician(s) responsible for supervising and evaluating Resident’s performance and participation in the Residency Program at the Broward Health Designated Facility(ies).
- 3.10. “**Term**” means and refers to the period of time identified in the Agreement Summary Section that this Agreement will be in effect.

4. **Parties’ Responsibilities during the Residency Program.**

4.1. **Responsibilities of Resident.** During the Term of this Agreement, Resident shall:

- 4.1.1. Participate fully, and in good faith, in the Residency Program and engage in the practice of medicine at the Broward Health Designated Facilities on behalf of Broward Health under the supervision of an authorized Broward Health physician or Resident’s Supervising Attending Physician, to the best of Resident’s abilities. Resident acknowledges and agrees that Resident may not initiate or conduct any act relating to the provision of medical services for the benefit of a

patient of Broward Health without the consent and authorization of an authorized Broward Health physician or Resident's Supervising Attending Physician.

- 4.1.2. Resident's provision of services shall be rendered in accordance with the professional and ethical standards of the medical community in which Resident practices, as well as those of applicable national, state and local medical societies and licensing agencies. Additionally, Resident shall comply with Broward Health's Medical Staff Bylaws, Broward Health's Rules and Regulations, Broward Health's Policies and Procedures Manual, Broward Health's Code of Conduct, and any and all other rules and regulations of Broward Health and the Broward Health Facilities applicable to Resident (collectively, the "Broward Health Policies"). Resident shall also comply with all applicable standards and guidelines set forth by the Accreditation Council for Graduate Medical Education ("ACGME"), The Joint Commission and/or any other entity providing accreditation or certification for any Broward Health Designated Facility(ies) where Resident has been requested to provide services or any aspect of the Residency Program. Resident must acknowledge receipt of, or access to, the Broward Health Policies and Procedures Manual and Broward Health's Code of Conduct by executing the Acknowledgement and Receipt Form attached hereto as Exhibit B and incorporated herein by this reference.
- 4.1.3. Resident shall comply with the provisions of Broward Health's Human Resources Administrative Manual, and the Broward Health Code of Conduct, attached hereto as Exhibit C and incorporated herein by this reference, both as adopted and amended from time to time, in order to ensure ethical behavior and clinical competence in the treatment of patients. Resident acknowledges that Resident has received, reviewed, understands and agrees to abide by the Broward Health Code of Conduct. Resident further acknowledges and agrees that Resident's failure to abide by the provisions of this Section 4.1.3. may result in Broward Health terminating the Agreement for cause pursuant to Section 7.2.2.7. of this Agreement.
- 4.1.4. Maintain standards of professional competence relative to Resident's PGY Level and training as consistent with the Residency Program.
- 4.1.5. Act in a professional and ethical manner at all times when treating patients of any Broward Health Facility.
- 4.1.6. Resident shall work cooperatively and professionally with Broward Health physicians, Medical Staff leadership, allied health professionals, Broward Health management, staff and other personnel, as set forth in the Hospital Policies. Resident shall not disparage or injure Broward Health, its affiliates, or personnel by making or causing to be made

false, malicious, or disparaging remarks, written or oral, regarding Broward Health or its services. Furthermore, Resident agrees that any complaints related to Broward Health, its affiliates, personnel, and/or the services rendered pursuant to this Agreement shall be addressed by Resident with Broward Health leadership to attempt in good faith to achieve a resolution of any such complaints.

- 4.1.7. Engage in only those activities that are approved by the Director of Medical Education, the Program Director and the Broward Health Office of Graduate Medical Education.
- 4.1.8. Refrain from engaging or participating in any activity which would interfere with or threaten Resident's effective performance with respect to the Residency Program or this Agreement.
- 4.1.9. Abide by the rules and regulations set forth in the GME Manual which will be made available to Resident prior to the Effective Date of this Agreement. Resident must acknowledge receipt of, or access to the GME Manual by executing the Acknowledgement and Receipt Form attached hereto as Exhibit B and incorporated herein by this reference.
- 4.1.10. Provide Broward Health 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.
- 4.1.11. Resident 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 Broward Health 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 Broward Health.
- 4.1.12. Resident shall abide by the requirements of the Required Notifications, Section 5 of this Agreement.
- 4.1.13. Resident shall not, without Broward Health's prior authorization:
 - 4.1.13.1. Use any Broward Health money or pledge its credit;
 - 4.1.13.2. Offer discounts to patients or release or discharge any debt due to Broward Health;
 - 4.1.13.3. Commit or suffer to be committed any act which might subject Broward Health's property to attachment or seizure;

4.1.13.4. Cause Broward Health to become a guarantor or surety or endorser, or give any note to any person; or

4.1.13.5. Bind Broward Health under any contract, agreement, note, mortgage or other obligation.

4.1.14. Resident agrees that as an express condition of this Agreement, at all times during the Term, Resident shall:

4.1.14.1. Maintain all necessary licenses, permits and certifications required to perform the duties required by this Agreement.

4.1.14.2. Comply with Florida licensure requirements for physicians in training, which includes holding before the start date of the Residency Program either a valid unrestricted Florida medical license or being registered with the Florida Board of Medicine or the Florida Board of Osteopathic Medicine, as applicable;

4.1.14.3. Maintain eligibility to participate as a provider in the Medicare and Medicaid programs (including any successor programs);

4.1.14.4. Meet the requirements of the Broward Health Medical Staff Bylaws for residents;

4.1.14.5. Participate in Broward Health's efforts to meet all credentialing and statutory and regulatory requirements applicable to Broward Health and Resident's field of practice and, as reasonably requested by Broward Health, assist Broward Health 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's services under the Agreement;

4.1.14.6. Conform to all lawful directives issued from time to time by Broward Health;

4.1.14.7. Adhere to all applicable Medicare and Medicaid laws and regulations, third party payor regulations and Florida laws with regard to billing and coding practices and maintain current knowledge of billing and coding requirements as they apply to services performed by the Resident, as required to adhere to the foregoing obligations; and

4.1.14.8. Recognize that Broward Health is a public entity, that Resident is a public employee, and comply with all laws regulating the conduct of an organization and employee as a public entity.

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

- 4.2. **Responsibilities of Broward Health**. During the Term of this Agreement, Broward Health shall:
- 4.2.1. Abide by the rules and regulations set forth in the GME Manual.
 - 4.2.2. Provide appropriate training and education to Resident commensurate with the Residency Program standards, Resident's PGY Level, ACGME standards and guidelines, and other applicable state and federal laws, as applicable to Resident's Residency Program.
 - 4.2.3. Clearly define the duties of the Resident with respect to Resident's role and responsibilities in the Residency Program.
 - 4.2.4. Make available to Resident the most current copy of the GME Manual, which will provide Resident with an overview of the Residency Program and which contains the following policies and procedures applicable to Broward Health Residents:
 - 4.2.4.1. Evaluation of Resident's performance in the Residency Program, including but not limited to provisions for promotion, demotion, reappointment, retention and dismissal;
 - 4.2.4.2. Work hour limits for clinical activity;
 - 4.2.4.3. Moonlighting;
 - 4.2.4.4. Grievance mechanism which grants Resident reasonable due process rights;
 - 4.2.4.5. Resident's participation in professional activities outside of the Residency Program;
 - 4.2.4.6. Broward Health Facility closure;
 - 4.2.4.7. Broward Health training programs and procedures for increasing or reducing approved Resident positions within the Broward Health Facilities;
 - 4.2.4.8. Disability insurance;
 - 4.2.4.9. Vacation, Parental, Sick Leave, and other types of leave;
 - 4.2.4.10. Timely notice of the effect of leave on Resident's ability to satisfy requirements for Residency Program completion;
 - 4.2.4.11. Information related to eligibility for Specialty board exams; and
 - 4.2.4.12. Broward Health policies and procedures related to duty hours.
 - 4.2.5. Make available to Resident the most current copy of the Broward Health Policies and Procedures Manual, which addresses the following issues and rights with respect to Broward Health employees: (1)

impairment and substance abuse; (2) sexual harassment; and (3) counseling, medical, psychological and any other support services offered by Broward Health.

4.2.6. Employ Resident in accordance with the terms and conditions of this Agreement. Broward Health shall provide Resident with those benefits listed on Exhibit A of this Agreement, attached hereto and incorporated herein by this reference, and pay Resident's Annual Salary in accordance with Section 6 of this Agreement.

4.2.7. Present, or cause to be presented, to Resident a Residency certificate upon satisfactory completion of the Residency Program, as determined by the Director of Medical Education and the Program Director.

5. **Required Notifications.** Resident shall immediately notify Broward Health, 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 shall provide Broward Health 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 5 within one (1) business day of coming into actual or constructive possession of such documentation:

5.1. Resident'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, or Resident'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 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 is convicted of (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'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 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 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'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 if the same are not dismissed within forty-five (45) days of service;
- 5.8. Resident receives any subpoena, inquiry or other request for information from any federal, state, or local government agency; or
- 5.9. Resident is in default on repayments of scholarship obligations or loans in connection with health professions education.

6. **Compensation; Benefits.**

- 6.1. **Compensation.** Resident will receive compensation for participating in the Residency Program and providing the professional medical services described above. Broward Health shall, in accordance with Broward Health Policies and procedures, pay to Resident the Annual Salary described and set forth in the Agreement Summary Section, subject to all Broward Health polices, including, but not limited to, those pertaining to withholding amounts from Resident'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.
- 6.2. **Performance Reviews; Corrective Actions.** Broward Health may place Resident on regular performance reviews for matters related to compliance, which if not corrected to Broward Health's satisfaction may subject Resident to disciplinary action, suspension without pay or termination of employment.
- 6.3. **Benefits.** In addition to payment of the Annual Salary, Broward Health shall provide Resident with those benefits listed on Exhibit A of this Agreement, attached hereto and incorporated herein by this reference.
- 6.4. **Educational Stipend.** As discussed more fully in the GME Manual, Broward Health shall reimburse Resident up to the Educational Stipend Amount set forth in the Agreement Summary Section during the Term for expenses incurred by Resident in connection with Resident's attendance at educational activities. Any such reimbursements will be made only upon (1) prior written approval from the Program Director and (2) submission of documentation satisfactory to Broward Health evidencing such expenses. The parties hereby represent and warrant that

the Educational Stipend Amount is not related to the nature of the services Resident will render on behalf of Broward Health or the number of hours Resident will spend in patient care during the Term.

- 6.5. **Honoraria, Expert Fees and Royalties.** Resident shall not provide or accept an engagement to provide medical or consulting (including marketing, 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 Broward Health, which consent may be withheld by Broward Health in its sole discretion. Resident acknowledges that any monies received from a Broward Health-sponsored activity, from an activity where Resident is representing Broward Health or where Resident uses Broward Health facilities or time to prepare shall be Broward Health's property.
- 6.6. **Suspension from Employment and Compensation.** At any time during the Term (a) that Resident fails to meet each qualification specified in Section 4.1.14 of this Agreement or (b) that one of the events listed in Section 7.2.3 of this Agreement occurs, Broward Health shall be entitled to immediately suspend Resident from duties without pay.
- 6.7. **Quality and Service Standards.** Resident shall fulfill his/her obligations under this Agreement and provide services in a professional fashion, in compliance with all applicable federal and state laws, medical practice standards, rules and regulations, Broward Health quality initiatives and policies, and the requirements of this Agreement.
- 6.8. **Compliance.** The parties acknowledge that although Resident is obligated to provide the services as specified in this Agreement, there is no obligation of Resident to refer patients to Broward Health or any affiliate of Broward Health, and there is no obligation of Broward Health to refer patients to Resident. 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 to Broward Health (or its employees or agents) or by Broward Health (or its employees and agents) to Resident. 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 to Broward Health (or its employees and agents) or by Broward Health (or its employees and agents) to Resident. The sole purpose of the payments to Resident hereunder is to pay fair market value for services actually rendered by Resident to Broward Health 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 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 services to be provided by Resident hereunder. The parties further represent and warrant that the aggregate services under this Agreement are reasonable and necessary for the legitimate business purposes of the employment arrangement. If Broward Health 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, Broward Health may in its sole discretion: (i) automatically adjust the compensation set forth in this Agreement to reflect the fair market value for the services; or (ii) terminate this Agreement for a material breach as set forth in Section 7.2.4.

7. **Term; Termination.**

- 7.1. **Effective Date; Term.** Resident's employment pursuant to the terms of this Agreement will commence on the Effective Date set forth in the Agreement Summary Section and remain in full force and effect until the expiration of the Term, or the earlier termination of this Agreement.

7.2. **Termination.**

- 7.2.1. Termination Prior to Effective Date. This Agreement may be terminated by Broward Health prior to the Effective Date upon the occurrence of one of the following events:

- 7.2.1.1. Broward Health reasonably determines that Resident will not have obtained all necessary licenses and certifications required under Florida laws and regulations to participate in the Residency Program prior to the Effective Date; or

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

7.2.2. Broward Health may terminate this Agreement immediately for “cause,” which means:

7.2.2.1. Any act or omission by Resident, including, but not limited to, disruptive behavior, which Broward Health reasonably determines is contrary to Broward Health’s business interests, reputation or goodwill, or potentially detrimental to the general welfare, health or safety of Broward Health patients, visitors or employees;

7.2.2.2. The suspension or restriction of a license, certificate, or other authority of Resident that is needed to provide medical services;

7.2.2.3. Resident’s loss of an unrestricted Florida medical license or registration with the Florida Board of Medicine or the Florida Board of Osteopathic Medicine, as applicable, including any disciplinary action by the Florida Board of Medicine or the Florida Board of Osteopathic Medicine that materially impairs the ability of Resident to perform Resident’s duties hereunder;

7.2.2.4. Resident’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’s conduct as employee of a public entity;

7.2.2.5. Notice to Resident of the intent to exclude, suspend, debar or otherwise declare Resident 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;

7.2.2.6. Resident 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;

- 7.2.2.7. Repeated failure or refusal by Resident, after Resident has been provided ten calendar (10) days written notice and an opportunity to cure within that ten (10) calendar day period, to comply with any policy, procedure, standard or regulation of Broward Health from time to time established, including, without limitation, Broward Health's Code of Conduct, Broward Health's Corporate Compliance and Ethics Program, Broward Health's Human Resources Administrative Policy and Procedure Manual, including, but not limited to, the Drug Free Workplace and Drug Testing Policy, and Broward Health's on-call schedule;
- 7.2.2.8. Broward Health has identified or received notice of noncompliance with the terms of this Agreement by Resident. In such an event Broward Health shall have the option to either immediately terminate or suspend this Agreement;
- 7.2.2.9. Resident's breach of any of the restrictive covenants set forth in Section 10 of the Agreement; or
- 7.2.2.10. Resident's general assignment for the benefit of creditors, Resident's petition for relief of bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against Resident if the same are not dismissed within forty-five (45) days of service.
- 7.2.3. Broward Health may terminate this Agreement upon fifteen (15) calendar days' prior written notice to Resident upon the occurrence of any of the events listed below if the event is not cured to the reasonable satisfaction of Broward Health during the fifteen (15) calendar day notice period; provided, however, Broward Health may immediately terminate the Agreement if the event is not reasonably subject to cure as determined by Broward Health in its sole discretion. The notice shall specify in reasonable detail the facts underlying the claim. During the notice period, Broward Health may elect to suspend Resident's performance of services under this Agreement without pay:
- 7.2.3.1. Broward Health reasonably determines, after advance notice to Resident and an opportunity for Resident to respond as suitable to the circumstances as determined by Broward Health in its sole discretion, that Resident 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 Broward Health;

- 7.2.3.2. Resident's indictment for, or being charged with, conviction of, or entering a plea of guilty or no contest to, any misdemeanor (other than misdemeanor offenses set forth in Section 7.2.2.4 or for minor traffic offenses, such as parking violations and speeding and other moving violations that may be handled administratively and do not usually require a court appearance) which Broward Health, in its sole discretion, determines jeopardizes the reputation, business or operations of Broward Health;
- 7.2.3.3. Resident'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 Broward Health or that impairs the ability of Resident to perform Resident's duties under this Agreement;
- 7.2.3.4. Resident's commission of an act of fraud or dishonesty that Broward Health in its sole discretion determines jeopardizes the health, safety or welfare of any patient treated by Broward Health; or
- 7.2.3.5. Resident engages in a documented pattern of disruptive, uncooperative behavior or conduct in connection with the performance of Resident's duties pursuant to this Agreement after having received one (1) or more letters of reprimand or other form of sanction.
- 7.2.4. Either party may terminate this Agreement at any time upon the other party's material breach, and failure to cure within fifteen (15) days of written notice of the breach.
- 7.2.5. Either party may terminate this Agreement at any time, without cause, upon one hundred twenty (120) days written notice to the other party; provided, however, should the parties terminate the Agreement without cause during the first year of the Agreement the parties shall not enter into another agreement for the services contemplated by this Agreement until the first anniversary of the Effective Date.
- 7.2.6. If Broward Health and Resident mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 7.2.7. Broward Health may terminate this Agreement if Resident suffers a disability and is unable to perform Resident'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 7.2.7 only, "disability" shall mean any illness, physical or mental, resulting in the inability of

Resident to perform Resident's duties under this Agreement for a total of one hundred eighty (180) days in a calendar year.

7.2.8. This Agreement shall terminate immediately upon Resident's death.

7.2.9. This Agreement may terminate in accordance with the terms of Section 8.3 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. **Probation; Termination Following Probation.** If Broward Health determines, in its sole discretion, that Resident has failed to satisfactorily comply with the requirements and duties of the Residency Program, Broward Health, or its authorized representative, may suspend Resident by providing Resident with written notice ("**Probation Notice**") informing Resident that he or she will be placed on probationary status for a period of thirty (30) days (the "**Probationary Period**"). The Probation Notice shall set forth the beginning date of the Probationary Period and the deficiencies which must be corrected. If the deficiencies identified in the Probation Notice are not corrected prior to the end of the Probationary Period to Broward Health's satisfaction, Broward Health may terminate its relationship with Resident upon the expiration of the Probationary Period.

7.5. **Post-Termination Obligations.** Resident shall provide Broward Health with reasonable post-termination cooperation, which shall include, but shall not be limited to, the following: (i) Resident must furnish such information and assistance to Broward Health as may be reasonably required by Broward Health in connection with any litigation or settlement of any dispute between Broward Health and any third parties, including, without limitation, serving as a witness in court or any other proceedings; (ii) Resident shall provide Broward Health 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 shall keep Broward Health'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 shall also complete all medical records as required by the Hospital Policies and as otherwise requested by Broward Health.

7.5.1. **Return of Materials.** Upon the expiration of or in the event that this Agreement is terminated or not renewed, Resident will promptly return any and all Broward Health property and cease utilizing Broward Health's services that were made available to Resident as a result of Resident's status as an employee of Broward Health. In addition, all

records of any kind and any and all other documents or equipment that belong to Broward Health or contains information related in any way to the business of Broward Health. Resident acknowledges that all such materials are now and will always remain the exclusive property of Broward Health. The covenants and obligations contained in this Section 7.5.1 shall survive the termination or expiration of this Agreement.

8. **Regulatory Matters.**

- 8.1. **Federal and State Laws.** Resident 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 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 acknowledges that Broward Health has adopted a program to facilitate its compliance with laws and regulations including, without limitation, Section 6032 of the Deficit Reduction Act of 2005 (“Compliance Program”). Resident acknowledges that (a) a summary of the Compliance Program and a link to Broward Health’s policies and procedures related to the Anti-Kickback Statute and Stark Law have been provided to Resident and (b) Resident has reviewed such materials. Resident shall participate in the Compliance Program, including without limitation, adherence to the corporate philosophy statement and all written codes, policies, and guidelines of the Compliance Program. Resident shall participate in in-service compliance education programs and activities, including in-person compliance education programs, as requested by Broward Health, and contribute to the ongoing compliance efforts as an integral part of Resident’s duties and responsibilities. Resident understands that the Compliance Program shall change from time to time and Resident agrees to adhere to the codes, policies and guidelines of the Compliance Program as they may be modified in the future. Resident’s performance of Resident’s job responsibilities in a manner consistent with the Broward Health Code of Conduct and Resident’s compliance with the Broward Health Policies and procedures regarding the Compliance Program, including those policies and procedures regarding the Stark Law and the Anti-Kickback Statute, shall be elements of Broward Health’s evaluation of Resident’s performance under this Agreement. In addition, Resident shall comply with the provisions of Broward Health’s Human Resources Administrative Manual, and the Broward Health Code of Conduct, both as adopted and amended from time to time, in order to ensure ethical behavior and clinical competence in the treatment of patients. Resident acknowledges that Resident will receive, review, and abide

by the Broward Health Code of Conduct and laws regulating Resident's conduct as an employee of a public entity. Resident understands that failure to support, adhere to and promote the Compliance Program, Code of Conduct, policies and guidelines, and laws regulating Resident's conduct as an employee of a public entity, as well as the failure to participate in in-service compliance education programs, 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. **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.

8.3.1. 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"); (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.

8.3.2. 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 Broward Health 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, Broward Health policy 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 acknowledges that, as a result of this Agreement, Resident may become informed of, and have access to, valuable and confidential information of Broward Health, including, without limitation, pricing information, fees, budgets, charges, protocols, policies, staffing, business planning, and strategies (“Confidential Information”). Accordingly, except as required by law, Resident 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 Broward Health, 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 and who have agreed not to further disclose the Confidential Information. Resident’s obligations and agreements under this Section shall not apply to any Confidential Information that: (i) was known to Resident prior to the disclosure by Broward Health, (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 Broward Health. Notwithstanding anything to the contrary contained in this Agreement, Resident acknowledges that Broward Health, as a public entity, is subject to, among other things, Florida’s public records laws, which makes materials communicated to or from Broward Health 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.

9.2. **Request for Confidential Information or Terms.** If Resident 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 will: (i) consult with Broward Health 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’s counsel determines, in writing, that Resident is legally required to disclose; and (iii) cooperate with Broward Health 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.

9.3. **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 Broward Health and shall be returned

immediately upon written request by Broward Health or upon termination or expiration of this Agreement.

- 9.4. **Survival.** The obligations under this Section shall survive termination, or nonrenewal of this Agreement.

10. **Restrictive Covenants**

- 10.1. **General.** Resident acknowledges and agrees that, as a result of entering into this Agreement, Resident will form beneficial relationships with Broward Health's patients and Medical Staff physicians and will have access to Confidential Information belonging to Broward Health. Resident also acknowledges and agrees that (a) these beneficial relationships, as well as the goodwill that will be attributed to Resident due to Resident's association with Broward Health during and subsequent to the term of this Agreement, are among the benefits to Resident bargained for under this Agreement, (b) Broward Health has protectable interests in its goodwill, in attracting patients to Broward Health and its different facilities for treatment, and in its Confidential Information, and (c) if Resident discloses or permits the disclosure of Confidential Information belonging to Broward Health, Broward Health will be irreparably harmed. It is the intention of the parties that Broward Health 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 recognizes and acknowledges that the Confidential Information (as defined in Section 9) obtained by Resident with regard to Broward Health (or any of its affiliates, physicians, principals, patients or business associates) during the course of Resident's employment with Broward Health, and not generally known in the public domain, represents valuable, special and unique and proprietary assets of Broward Health's business. During Resident's employment with Broward Health and following the termination of Resident'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 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 Broward Health unless required by applicable law. Upon termination of this Agreement, or at any time upon the request of Broward Health, Resident shall promptly deliver to Broward Health 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 Broward Health and all property associated therewith, then in the possession, custody or control of Resident.

- 10.3. **Hiring.** Resident agrees that during Resident's employment with Broward Health and for a period of two (2) year(s) following the termination of Residents's

employment with Broward Health, 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 will neither attempt to hire nor hire any other employee of Broward Health, or otherwise encourage or attempt to encourage any other employee of Broward Health to leave Broward Health's employ.

- 10.4. **Solicitation**. During Resident's employment with Broward Health and for two (2) year(s) following the termination of Resident's employment with Broward Health, 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 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 Broward Health to cease doing business with Broward Health.
- 10.5. **Covenants Independent**. Each restrictive covenant on the part of Resident 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 Broward Health and Resident may have fully performed and not executory, and the existence of any claim or cause of action by Resident against Broward Health whether predicated upon another covenant or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by Broward Health of any other covenant.
- 10.6. **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 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.
- 10.7. **Injunctive and Equitable Relief**. Resident and Broward Health recognize and expressly agree that the extent of damages to Broward Health in the event of a breach by Resident 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 Broward Health and there are legitimate business purposes for the restrictive covenant, including, but not limited to, the protection of the goodwill of Broward Health, and its various business relationships. Consequently, Resident acknowledges that in the event of a breach of any such covenant, in addition to any other relief to which Broward Health may be entitled, Broward Health shall be entitled to enforce the covenant by injunctive or other equitable relief ordered by a court of competent jurisdiction.

- 10.8. **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 8 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 Broward Health, Resident 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.
- 10.9. **Survival of Covenants.** All restrictive covenants contained in this Agreement shall survive the termination or expiration of this Agreement.
- 10.10. **Assignment; Third Party Beneficiary.** Resident expressly acknowledges that the restrictive covenants set forth in this Agreement may be enforced by any successor or assignee of Broward Health to the same extent as such restrictive covenants could have been enforced by Broward Health.
11. **Continuation and Promotion in the Residency Program; Non-Renewal.** Continuation and promotion in the Residency Program are contingent upon satisfactory academic and professional performance by Resident. Resident will be evaluated in accordance with the rules and procedures set forth in the GME Manual. In the event that Resident's participation in the Residency Program is not going to be renewed, Broward Health shall provide Resident with a written notice of intent not to renew no later than four (4) months prior to the end of the Term. In the event the primary reason for non-renewal occurs within the four (4) months prior to the expiration of the Term, Broward Health shall provide Resident with written notice of its intent not to renew as soon as possible.
8. **Resident's Representations and Warranties.** Resident represents and warrants to Broward Health each of the following:
- 8.1. The parties hereby acknowledge and agree that Broward Health maintains a database which contains all agreements under which Resident or a member of Resident's Immediate Family performs services for, or provides goods to, or leases property from or to Broward Health. Except for agreements included in the agreement database maintained by Broward Health, neither Resident nor any member of Resident's immediate family has a financial arrangement of any kind with Broward Health or its affiliates. For purposes of this subsection, Resident's immediate family shall include Resident'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 ("Immediate Family").
- 8.2. Resident has not been nor currently is under investigation by any public or private, state or federal regulatory body.
- 8.3. Resident is eligible to participate in the Medicare and Medicaid programs.

- 8.4. Resident 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.
- 8.5. Neither Resident nor a member of Resident'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 further represents that Resident 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.
- 8.6. The Conflict of Interest Disclosure Statement completed by Resident, the form of which is attached hereto as Exhibit E and incorporated herein by this reference, and provided to Broward Health by Resident prior to the Effective Date of this Agreement, is true and accurate.
- 8.7. The Physician Ownership Disclosure Statement completed by Resident, the form of which is attached hereto as Exhibit F and incorporated herein by this reference, and provided to Broward Health by Resident prior to the Effective Date of this Agreement, is true and accurate.
- 8.8. Resident 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'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).
- 8.9. Resident 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 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 further has not received any information or notice, or become aware, by any means or methods, that Resident is the subject of any investigation or review regarding Resident'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;

- 8.10. Resident is not subject to any restrictive covenants or conditions or any other restriction that would prevent Resident from entering into this Agreement or being employed by Broward Health.
- 8.11. Resident is a public employee, and will comply with all laws regulating the conduct of an organization and employee as a public entity.
- 8.12. Resident is not in default on repayments of scholarship obligations or loans in connection with health professions education.
- 8.13. If at any time, subsequent to the execution of this Agreement, any of the foregoing representations and warranties has changed, Resident shall notify the Broward Health Corporate Compliance Officer immediately upon receipt of notice of such change, but in no event more than one (1) business day after receipt.
9. **Employee Status.** It is expressly acknowledged by the parties that Resident, while performing services pursuant to this Agreement and within the course and scope of Resident's employment, is a bona fide employee of Broward Health and is bound by Broward Health's Human Resource policies, as may be revised from time to time, and laws related to Resident's status as an employee of a public entity. Nothing in this Agreement is intended to be or shall be construed to afford Resident any status other than that of employee while providing services pursuant to this Agreement.
10. **Miscellaneous.**
- 10.1. **No Economic Interest in Broward Health.** Other than the information contained in this Agreement, or as otherwise disclosed to Broward Health in writing, neither Resident nor any member of Resident's Immediate Family (as defined in Section 8.1) has a financial arrangement of any kind with Broward Health. For purposes of this Section, 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 shall complete the Physician Ownership Disclosure Statement.
- 10.2. **Conflicts of Interest.** Resident does not have, and shall avoid, any activities, investments, contractual relationships and other situations which conflict with its duties to Broward Health under this Agreement. Resident agrees to abide by Broward Health's Conflict of Interest Policy, incorporated herein by reference and attached hereto as Exhibit D, and shall execute such documents, as Broward Health reasonably requests, consistent herewith. Resident shall complete the Conflict of Interest Disclosure Statement.
- 10.3. **Indemnification.** Resident shall indemnify, defend and hold Broward Health, its respective agents, officers, directors, members of the Board of Commissioners of Broward Health, 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 negligent act, omission, conduct or misconduct of Resident in the performance of Resident's obligations under this Agreement. The obligations under this Section shall survive termination, or nonrenewal of this Agreement.

- 10.4. **Compliance Education.** Resident shall complete at least one (1) hour of training regarding the Anti-Kickback Statute and the Stark Law and examples of arrangements that potentially implicate the Anti-Kickback Statute and the Stark Law. Resident shall certify that Resident has completed such training and document such certification as and in the manner requested by Broward Health. In addition, by signing below, each party certifies that it will not violate the Anti-Kickback Statute or the Stark Law with respect to their performance of this Agreement. Broward Health shall provide Resident with a copy of its Code of Conduct and Stark Law and Anti-Kickback Statute Policies and Procedures, and Resident shall review such documents. Resident shall certify that Resident has received and reviewed such documents and understands them, and shall document such certification as and in the manner requested by Broward Health.
- 10.5. **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.
- 10.6. **Conflict in Terms.** Except as provided for in Section 10.1, in the event of a conflict between any provision(s) of this Agreement and any provision(s) set forth in the Broward Health Policies and Procedures Manual, the GME Manual or any other policies of Broward Health, the provision(s) set forth in this Agreement shall control the obligations and duties of the parties.
- 10.7. **Execution.** 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.
- 10.8. **Assignment.** The Agreement may not be assigned by Resident except with the prior written consent of Broward Health, and any attempt to assign or transfer without such consent shall be null and void ab initio. Notwithstanding the foregoing, Broward Health may assign this Agreement and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly owned subsidiary of Broward Health, to any entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets.

- 10.9. **Successors and Assigns.** This Agreement shall be binding upon the successors, legal representatives or permitted assigns of the parties hereto.
- 10.10. **Number, Gender.** When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural.
- 10.11. **Amendment.** This Agreement may not be modified or amended except in writing, signed by both parties.
- 10.12. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of the Agreement shall be valid and enforceable.
- 10.13. **Governing Law/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.
- 10.14. **Venue and Jurisdiction.** 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 and Broward Health hereby agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts.
- 10.15. **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, Broward Health's liability for costs and reasonable attorney's fees shall not alter or waive Broward Health's sovereign immunity or extend Broward Health's liability beyond the limits established in Florida Statutes section 768.28.
- 10.16. **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.
- 10.17. **Change of Address.** Resident will notify Broward Health in writing at the address listed on the Agreement Summary Section within ten (10) days of any change of Resident's address. This notice requirement shall continue until Resident has successfully completed all of his/her obligations under this Agreement.
- 10.18. **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.

- 10.19. **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.
- 10.20. **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.
- 10.21. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- 10.22. **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.
- 10.23. **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.
- 10.24. **Other Agreements.** Broward Health maintains a Master List of agreements that is available for review by the Secretary of the Department of Health and Human Services. Such Master List shall include any other agreements Resident has with Broward Health. This Agreement shall be maintained on Broward Health's Master List of Physician Contracts.
- 10.25. **Counterparts.** This Agreement may be executed in multiple counterparts, and by facsimile signatures, each of which shall be deemed an original and all of which shall constitute a single agreement.
- 10.26. **Construction and Acknowledgement.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
- 10.27. **Time of Essence.** Time shall be of the essence with respect to this Agreement.

10.28. **Authority/Execution.** Each signatory to this Agreement represents and warrants that he/she possesses all necessary capacity and authority to act for, sign and bind the respective entity or person on whose behalf he/she is signing.

[SIGNATURE PAGE FOLLOWS]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below to be effective as of the Effective 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.

BROWARD HEALTH

North Broward Hospital District,
d/b/a Broward Health

RESIDENT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

EXHIBIT A

RESIDENT BENEFITS

1. Professional Liability Insurance.

a. Sovereign Immunity Protection for Activities at a Broward Health Facility.

- i. As an employee of Broward Health, Resident will be entitled to the protection of sovereign immunity pursuant to Section 768.28, Florida Statutes, from claims filed during or after Resident's completion of the Residency Program, but only if the alleged acts or omissions of Resident are within the course and scope of Resident's duties and occur at a Broward Health Facility during the Term. Resident 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 for any activities of Resident outside the course or scope of the Residency Program.
- ii. In connection with such professional liability coverage provided by Broward Health:
 1. The Resident agrees to cooperate fully in any investigations, discovery, and defense that arise. The Resident acknowledges that such cooperation may extend beyond the period of the actual Residency Program at Broward Health given the nature of legal proceedings. Resident's agreement to cooperate in any investigation, discovery and defense shall survive the term of this Agreement.
 2. If the Resident receives any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Resident's activities at Broward Health, the Resident agrees to immediately report this receipt to Broward Health's Risk Management Department and submit the document received to that office.
 3. The Resident agrees to cooperate fully with Broward Health and all attorneys retained by Broward Health, and all investigators, committees, and departments of Broward Health, 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 is a named party to that litigation.

4. The Resident 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 agrees to notify Broward Health Risk Management 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-Broward Health Facilities.** As an employee of Broward Health, Resident will be entitled to the protection of sovereign immunity pursuant to Section 768.28, Florida Statutes, from claims filed during or after Resident's completion of the Residency Program if the alleged acts or omissions of Resident are within the course and scope of Resident's duties, as part of the Residency Program, when acting at a Non-Broward Health Facility. In the event Resident, as part of the Residency Program, participates in activities at facilities other than those facilities at which Resident is required to perform services as part of the Residency Program, which are not covered by sovereign immunity pursuant to Section 768.28, Florida Statutes, Resident is not protected by sovereign immunity.
2. **Health Insurance; Life Insurance.** During the Term, Resident will be entitled to participate in standard health insurance plan(s) and life insurance plan(s) afforded by Broward Health, as set forth in and governed by the GME Manual and Broward Health Human Resources Benefits Manual.
 3. **Leave of Absence; Sick Leave; Personal Leave.** Resident's rights with respect to leaves of absence, sick leave and personal leave are set forth in and governed by the GME Manual, and Broward Health Human Resources Benefits Manual.
 4. **Resident Benefits.** During the Term, Broward Health shall provide Resident with the following additional benefits:
 - c. **Meals.** Broward Health shall provide Resident with meals (breakfast, lunch and dinner) while Resident is on duty at a Broward Health Designated Facility. Broward Health will provide Resident with a swipe card which allows Resident to purchase meals in the cafeteria, up to twenty-five dollars (\$25) per day.
 - d. **On-Call Rooms.** Resident will be entitled to utilize the designated on-call rooms provided by Broward Health to its residents when on-call.
 - e. **Laboratory Coats.** Broward Health shall provide Resident with no less than one (1) laboratory coat which is to be worn by Resident while Resident is on duty at a Broward Health Designated Facility.

EXHIBIT B

**ACKNOWLEDGEMENT OF ACCESS OR RECEIPT
OF BROWARD HEALTH MANUALS**

The undersigned hereby acknowledges access to or receipt of the following:

1. Broward Health Policies & Procedures Manual.
2. Broward Health, Office of Graduate Medical Education Policies & Procedures Manual.
3. Broward Health Code of Conduct.

Signature

Printed Name

Residency Program

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

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EXHIBIT C

BROWARD HEALTH CODE OF CONDUCT

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EXHIBIT D

CONFLICT OF INTEREST POLICY

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EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE STATEMENT

DRAFT

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EXHIBIT F

PHYSICIAN OWNERSHIP DISCLOSURE STATEMENT

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