

## FIRST YEAR RESIDENT AGREEMENT

THIS AGREEMENT is dated as of this \_\_\_ of \_\_\_ between TALLAHASSEE MEMORIAL HEALTHCARE, INC., a not-for-profit Florida corporation (hereinafter referred to as "TMH"), and \_\_\_\_\_, M.D./ D.O. (hereinafter referred to as "Resident").

### WITNESSETH:

In consideration of the mutual covenants hereinafter contained, it is understood and agreed between the parties hereto as follows:

1. **Employment and Appointment:** TMH hereby employs Resident through, and appoints Resident to, the TMH Family Medicine Residency Program ("FMRP") as a First Year Resident, and Resident hereby accepts such employment and appointment, upon the terms and subject to the conditions in this Agreement.

2. **Term:** The term of this Agreement begins on \_\_\_ and terminates on \_\_\_ subject to the provisions of Paragraph 7 below relating to termination. Upon the successful completion of this Agreement, pursuant to Residency Policy and Procedure No. 13, Program Requirements for Advancement and Graduation, and Residency Policy and Procedure No. 14, Resident Performance Evaluation, a new Agreement may be negotiated by the parties for subsequent one (1) year terms until Resident has successfully fulfilled and completed all of the requirements of the FMRP, with mutual agreement.

3. **Compensation and Billing:**

a) **Training Stipend:** In consideration of the services to be rendered to TMH by Resident in the FMRP, TMH will pay Resident a training stipend of **\$54,400.00** per year, payable in equal, biweekly installments. Resident shall be entitled to a \$5000.00 signing/relocation allowance as described in Exhibit "A" attached hereto and by reference made a part hereof.

b) **Compensation Compliance:** All compensation shall be subject to normal income tax, social security and other federal withholding requirements. The parties represent, covenant, warrant and agree that all compensation paid hereunder is based solely on the fair market value of services to be provided by Resident hereunder and is not based, in any manner, on the volume or value of referrals or of services provided which are paid for directly or indirectly by federal or state health care programs.

c) **Benefits:** Resident shall be entitled to such benefits as are provided generally to Residents in the FMRP as may be in effect from time to time and may be modified in the sole discretion of TMH. A Summary of the FMRP Benefits which are in effect as of the date of this Agreement is attached as Exhibit "A," and by reference incorporated herein. Benefits currently in effect as of the date of this Agreement are listed in TMH's FMRP Residency Policy and Procedure Manual, as it may be amended from time to time, and TMH's Employee Information found on the intranet under Human Resources Department. Questions regarding benefit coverage may be directed to Department of Human Resources Compensation and Benefits office. Policies concerning work hours, leave time and vacation for Resident will be in accordance with

the terms of the Residency Policy and Procedures, the applicable TMH Job Description for First Year Residents and policies established by the FMRP.

4. **Rights, Duties and Obligations of Resident:**

a) The activities of Resident in connection with the FMRP shall consist of both patient care services and purely educational activities for the purpose of completing Resident's medical training, pursuant to the requirements of the Accreditation Council of Graduated Medical Education ("ACGME").

b) Resident will not accept any other employment or participate in any extracurricular professional activities of any nature ("moonlighting") without the prior written consent of the Director of the FMRP ("Director"), which consent may be withheld, for any reason, at the Director's sole discretion. Moonlighting is a privilege exclusively reserved for 2<sup>nd</sup> and 3<sup>rd</sup> year residents, with rare exceptions. See Residency Policy & Procedure # 11.

c) Resident acknowledges that he/she will be required to undergo an alcohol and drug screening conducted by a TMH-designated facility. Resident further acknowledges that this Agreement is contingent upon Resident's satisfactory completion of the screening, and TMH shall be without liability for any claims connected with the screening. Resident further acknowledges that he/she may also be requested to submit to a drug and alcohol test if either his/her job performance is perceived to be impaired or if he/she is involved in an on-the-job accident. Positive test results could affect Resident's eligibility for workers' compensation benefits and could lead to disciplinary actions up to and including immediate termination of this Agreement.

d) Resident acknowledges that this Agreement is contingent upon evidence of successful completion of prerequisite training as required by TMH, including, but not limited to, medical school diploma, former residency program completion certification (where applicable), and current certification by the Education Commission for Foreign Medical Graduates (where applicable). Resident shall establish and maintain all eligibility requirements for a Florida Medical License as enumerated in Section 458.311, Florida Statutes, or in Sections 459.0055 and 459.006, Florida Statutes. Additionally, upon completion of one (1) year of an approved post-graduate residency program, US medical graduate Resident shall apply for and be granted by the Board of Medicine or the Board of Osteopathic Medicine an active and unrestricted license to practice medicine in the State of Florida. International medical graduates will be required to complete two (2) years of post-graduate training before being eligible for medical licensure, but will be expected to apply as soon as eligibility is reached. Successful completion of USMLE Step 3/ COMPLEX Level 3 is a licensure requirement and if not completed prior to residency should be completed in the latter part of the first year.

e) Resident agrees to comply with all policies, procedures, rules and regulations applicable to the FMRP which may be in effect from time to time. Resident also agrees to comply with all TMH policies, procedures, rules and regulations, including rules governing conduct of TMH employees generally, as set forth in TMH's Employee Information found on the intranet in Human Resources departmental information.

f) Resident acknowledges that he/she will be access to a copy of the Residency Policy and Procedures and the applicable Job Description and will familiarize himself/herself therewith. Resident agrees to abide by the Job Description and the Residency policies and procedures and all amendments thereto as may be promulgated from time to time.

g) Resident acknowledges and understands that he/she is a TMH employee and not a member of the TMH Medical Staff. Resident shall be governed by this Agreement and shall not be governed by the TMH Medical Staff Bylaws; however, Resident shall be subject to TMH Medical Staff Policies and Procedures with regard to patient care matters, including but not limited to patient admission and discharge, medical record preparation and completion, the writing of medical orders, admission to intensive care units and general patient care.

h) TMH requires acceptable professional and moral ethics and behavior of its employees and prohibits: (i) unwelcome sexual advances; (ii) continuation or discontinuation of employment based on submission to or rejections of sexual advances; and (iii) creating an intimidating, hostile or offensive working environment. TMH's Employee Information found on the intranet, TMH's Policies and Procedures and the Residency Manual detail policies and procedures whereby complaints of sexual harassment and exploitation may be addressed.

i) Resident will comply with those provisions of the law which affect reimbursement to TMH and will cooperate fully with TMH in Medicare/Medicaid audits and other reimbursement matters. Resident will not do anything which will adversely affect such reimbursement or the Medicare/Medicaid provider status of TMH. Resident agrees to record patient information in medical records and other source documents in a timely, complete, and legible manner in accordance with TMH policies and the documentation guidelines for evaluation and management services ("E/M services") developed jointly by the American Medical Association ("AMA") and the Centers for Medicare and Medicaid Services ("CMS"). Resident further agrees to provide appropriate documentation to support the CPT and ICD-10-CM codes and level of E/M services reported on the health insurance claim form or billing statement issued in connection with the services to be rendered hereunder.

j) Resident shall participate fully in TMH's compliance program including but not limited to compliance training

k) It is understood that the assigned rotations of the Resident will be made with due consideration for the fact that scheduling problems and the convenience of TMH may occasionally require variations in scheduled assignments consistent, however, with the education program of the Resident.

l) If Resident is an International Medical Graduate, Resident must be certified, and must maintain such certification, by the Education Commission for Foreign Medical Graduates, and Resident is solely responsible for obtaining all necessary documentation and authorizations to reside in Florida and to provide services and receive the training provided for herein. Resident shall provide proof of all such documentation and authorizations as required by TMH.

5. **Rights, Duties and Obligations of TMH:**

a) TMH will direct and control the education program designed to fulfill all the requirements of an approved Residency in Family Medicine, pursuant to the requirements of ACGME.

b) Re-appointment for each successive year of residency experience shall be completed pursuant to Residency Policy and Procedure No 13, Program Requirements for Advancement and Graduation. TMH shall provide notice of intent not to re-appoint Resident to the FMRP at least four (4) months prior to the expiration of this Agreement. If the primary impetus for TMH's decision not to re-appoint occurs within the four (4) months prior to expiration of this Agreement, TMH shall provide Resident with written notice of its intent not to re-appoint Resident as soon thereafter as reasonably practicable.

6. **Medical Malpractice Liability Coverage:** TMH shall provide on behalf of Resident professional liability insurance, not as an individual policy, but as an integral component of an institutional liability coverage program maintained by TMH. Such professional liability insurance shall be in amounts no less than those required by law and the TMH Medical Staff Bylaws and shall be provided in accordance with the requirements of ACGME. Such professional liability insurance shall cover only those services and activities performed within the resident at TMH or pursuant to inside "moonlighting" at TMH, pursuant to appropriate policies and procedures; insurance provided by TMH hereunder does not apply to outside resident moonlighting activity. Information pertaining to insurance coverage may be obtained by the Resident in accordance with TMH policies and procedures. Resident shall promptly provide to the TMH Risk Manager notice of incidents which may give rise to claims and copies of all writings giving notice of claim, suit or other circumstances which may give rise to a claim. Resident agrees to fully cooperate with TMH and its counsel in defending any claims. Such cooperation, including but not limited to attendance at hearings, depositions, trials, conferences and the rendering of written reports, will be provided at no expense to TMH.

7. **Termination:**

a) For Cause by TMH: TMH may terminate this Agreement for cause, pursuant to Family Medicine Residency Policy and Procedures No. 15, Resident Discipline and Appeal upon a determination that, in the opinion of the Director, Resident conducts himself or herself in an unsatisfactory manner. The Program Director shall give Resident notice of dismissal, and Resident may request additional review through the appeals process, in accordance with the Family Medicine Residency Policy and Procedures No. 15, Resident Discipline and Appeal. However, Resident may be immediately released, dismissed or terminated from all patient care, education and training during the appeals process and pending final resolution of the matter. Notwithstanding anything herein to the contrary, this Agreement shall immediately terminate upon the suspension, revocation or restriction of Resident's license to practice medicine or osteopathic medicine in the State of Florida.

b) Resident Termination: Resident may terminate this Agreement upon at least thirty (30) days' prior written notice to TMH.

c) Stipend Payment: Payment of the training stipend shall cease upon the termination or expiration of this Agreement.

8. **Discipline and Dispute Resolution Processes:**

a) Discipline: The Director has the authority to discipline Resident after receipt of an unfavorable evaluation of Resident's performance, by routine evaluation or otherwise. The evaluation process is described in Residency Policy and Procedure No. 14, Resident Evaluation. The resulting discipline may include, but is not limited to: repeat rotation(s) or other directed educational experiences; letter(s) of counseling; failure to renew Resident's contract; termination from FMRP; or other appropriate action.

b) Grievance and Appeals Process: Resident may appeal a disciplinary action (which includes, but is not limited to: dismissal, probation, suspension, failure to renew Resident's contract and extension of Resident's training by more than ninety (90) days) in accordance with the Family Medicine Residency Policy and Procedures No. 15, Resident Discipline and Appeal.

9. **Duty Hours**: TMH shall adhere to ACGME duty hours standards per Residency Policy and Procedures No. 8: Resident Work Hours.

10. **Counseling Services**: TMH shall facilitate resident's access to confidential counseling, medical and psychological support services as specified in Resident Policies and Procedures No. 7, Resident Counseling/Impairment and Human Resources Policy and Procedures No. 45-301.

11. **Miscellaneous:**

a) Intellectual Property: If Resident claims ownership of any patents, rights in patents pending, patent claims or other intellectual property which is the product of Resident's research, all of such are disclosed on Exhibit "B," attached hereto. However, any such intellectual rights which arise during the term of this Agreement from research performed by Resident in the course of his employment, shall be the property of TMH. Resident agrees to cooperate with TMH in obtaining Letters of Patent from the United States or any foreign country with respect to any such intellectual property which is subject to the terms of this Agreement. Resident agrees to inform the Director with respect to any such intellectual property. Any agreement of TMH to support research and development with respect to such intellectual property shall be the subject of an amendment to this Agreement, in the absence of which TMH shall have no obligation to Resident with respect to such intellectual property. Resident agrees to execute any and all assignments and other documents as may be necessary to effect the purposes of this paragraph.

b) Leave of absence: Time away from usual residency duties, for whatever reason, above the ACGME limit (see Residency Policy and Procedures No 4, Vacation, Personal and Sick leave and Human Resources Policy and Procedures No 45-608, Leave of Absence) will delay resident advancement and the ability to take the ABFM certification exam.

c) Physician Impairment: TMH has written policies addressing physician impairment,

including that of substance abuse. (i.e. Resident Policies and Procedures No. 7 and Medical Staff Rules and Regulations-Article XXI.)

d) Accommodation of Disabilities: TMH has a written policy regarding accommodation, which applies to residents with disabilities. (i.e. Human Resources Policy and Procedures No. 45-102).

e) Binding Effect: Assignment: This Agreement is non-assignable by Resident, but shall be binding upon any and all successor or successors to TMH. This Agreement is a personal employment contract and the rights, obligations and interests of the Resident hereunder may not be sold, assigned, transferred, pledged or hypothecated.

f) Governing Law: This Agreement shall be governed by the laws of the State of Florida.

g) Venue: Leon County, Florida, shall be proper venue for any litigation involving this Agreement.

h) Entire Agreement: This constitutes the entire Agreement between TMH and Resident. This Agreement may be amended only by instrument in writing signed by Resident and TMH.

i) Gender: Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

j) Notice: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered or if sent by First-party courier or overnight delivery service or certified or registered mail, First class, return receipt requested, to the parties as follows:

To TMH: Tallahassee Memorial HealthCare, Inc.  
Family Medicine Residency Program  
1301 Hodges Drive  
Tallahassee, FL 32308  
Attn: Joseph Mazziotta, M.D., Director

With a copy to: E. Murray Moore, Jr.  
215 South Monroe Street  
First Floor  
P.O. Box 10095  
Tallahassee, Fl. 32302

To the Resident: at his/her address on record at TMH

k) Headings: The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

l) Disclosure of List of Physicians: In compliance with Chapter 458.345(3), Florida Statutes, TMH shall furnish the Florida Department of Health with a list of physicians who are employed as resident physicians and other such information as required under Florida law.

IN WITNESS WHEREOF, the parties hereto have executed this First Year Agreement as of the day and year First above written.

TALLAHASSEE MEMORIAL  
HEALTHCARE, INC.,  
A Florida not-for-profit corporation

BY: \_\_\_\_\_  
Mark O'Bryant  
ITS: President and Chief Executive Officer

(CORPORATE SEAL)

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
\_\_\_\_\_, M.D./ D.O. \_  
"RESIDENT"

BY: \_\_\_\_\_  
Joseph Mazziotta, M.D.  
ITS: Program Director  
Family Medicine Residency Program

## **Exhibit “A”**

### **Summary of Family Medicine Residency Program Benefits**

Below is a list that includes, but is not limited to, the Family Medicine Residency Program Benefits that may be in effect, from time to time, that TMH offers to Residents in the program, as of the date of this Agreement.<sup>1</sup>

1. A stipend annualized from \_\_\_\_\_ to \_\_\_\_\_ as set forth in Paragraph 3(a) of the Agreement.
2. A Signing/Relocation allowance, in the amount of \$5,000 (before required withholding), to be disbursed during the First week of orientation. Repayment agreement (EXHIBIT “C”) is required stipulating repayment to TMH if resident does not complete the First year (12 months), for any reason. The Family Medicine Residency Program Director shall have sole discretion of waiver in part or whole of this allowance.
3. Professional liability insurance through institutional liability coverage, not an individual policy.
4. Resident single coverage of choice under TMH’s group health insurance programs, without Resident’s contribution to premium payments as provided to TMH employees as described in TMH Employee Information maintained on the intranet
5. TMH provides eligible residents with \$25,000 of group basic supplemental term life insurance and accidental death and dismemberment (AD&D) at no cost to the residents. Residents may purchase additional coverage for themselves in increments of 1,2,3,4 or 5 times their base annual income up to a maximum policy value of \$750,000. Upon hire only, benefit eligible residents can elect up to 3 times their annual salary (maximum of \$350,000) at guaranteed issue. Rates are based on age and base salary. Coverage for a spouse and dependents is also available.
6. Short Term Disability Income Plan: TMH provides residents with Short Term Disability at no cost to the resident. The maximum benefit is \$350 per week. Benefits may be payable after a 14 day waiting period for up to 26 weeks. Long Term Disability Income Plan: Benefit eligible residents may enroll in our long term disability plan. The maximum benefit can be up to 60% of pre-disability base pay up to a maximum benefit of \$5,000 per month. Benefits may be payable after 180 day waiting period to age 65. Upon hire only, residents can elect disability at guaranteed issue.

---

<sup>1</sup>Please consult the computerized Family Medicine Residency Program Policy and Procedure Manual and TMH’s Employee Handbook and TMH 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. A print copy can be made available upon request. Such benefits may be modified by TMH at its sole discretion, except as otherwise provided in this Agreement.



7. 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 Family Medicine, without extending the residency training hereunder.
8. Continuing Medical Education Leave of five (5) days annually; such leave time may not be carried over from one year to another.
9. Continuing Medical Education travel reimbursement of \$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.
10. Reimbursement for approved educational books, software, tapes or other appropriate educational media up to \$300.00, annually; 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. Registration and payment of the Resident's required fee as a resident physician-in-training, pursuant to section 458.345 or 459.021, Florida Statutes. TMH's payment for registration shall continue until the Resident obtains an active and unrestricted Florida Medical License. Under no circumstances shall TMH's registration and payment obligations for the Resident's resident physician-in-training requirements exceed 24 months.
12. Payment for a Florida Medical License and a DEA Certificate.
13. Membership for Resident at Premier Health and Fitness Club.
14. Access to Employee Health Services to include the availability of:
  - Appropriate immunizations, and
  - Exposure intervention and education.
15. Access to confidential counseling for Resident if he/she might benefit from such services and/or to prevent, identify or assist Resident with impairment.
16. Financial resources, or the equivalent, to assure up to three (3) meals per day for Resident during work hours and a call room with linen service when overnight call is required, while this Agreement is in force.

**Exhibit “B”**  
**Resident’s Intellectual Property Inventory and Disclosure**

Below is a list of the intellectual property to which Resident claims ownership or rights.  
(Insert “none,” if applicable. Otherwise, list all.)

**EXHIBIT "C"**

**TALLAHASSEE MEMORIAL HEALTHCARE, INC  
TALLAHASSEE MEMORIAL HOSPITAL  
FAMILY MEDICINE RESIDENCY PROGRAM**

**SIGNING/RELOCATION PAYMENT AGREEMENT**

\_\_\_\_\_, M.D./ D.O.  
Colleague Name

**Colleague #:** \_\_\_\_\_ **Start Date:** \_ \_ **Position:** RESIDENT I

**Department:** FAMILY MEDICINE RESIDENCY **Dept. #7133**

**Program Director:** Joseph M. Mazziotta, M.D. **Phone #:** 850-431-3452

**My signature indicates my understanding that I must maintain the original position and status as a condition of receiving the signing/relocation payment of \$5000.00 at the end of the FIRST WEEK of employment.** All sign-on payments are made in gross form and applicable taxes shall be deducted from the sign-on amount.

I understand and agree that I am required to work hours as specified by ACGME regulations and 12 consecutive months to be eligible to satisfy the re-payment of this allowance. I agree and understand that in the event that I do not work the required hours and/or the required months in total as specified within this agreement, any and all monies I have received as a signing/relocation allowance shall be due and payable to Tallahassee Memorial HealthCare, Inc. and I hereby give my express approval for TMH to deduct such amounts in full from my pay.

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

Colleague Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, M.D./ D.O.

Program Director: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Joseph M. Mazziotta, M.D.