

SAMPLE CONTRACT AY15-16

Re: Letter of Agreement for the Employment of TRAINEE in Moffitt's NAME OF PROGRAM Fellowship Program (the "Letter of Agreement").

Dear Dr. Hudson:

The H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc. ("Hospital") is pleased to offer you employment and acceptance in the Name of Program Fellowship Program as a PGYZ (the "Fellowship Program"). To follow are the terms and conditions of your employment and participation in the Fellowship Program:

1. The start date of your employment in the Fellowship Program will be July 1, 2015 and is anticipated to continue until June 30, 2016 unless otherwise terminated as set forth in Section 9 of this Letter of Agreement.
2. During the Fellowship Program, you must be under the supervision and control of the Clinical Supervisors. As used in this Letter Agreement, the term "Clinical Supervisors" means members of the Hospital's medical staff who are assigned responsibility for training, instruction, supervision, and control of members of the Fellowship Program.
3. Your rotation and scheduling of services at the Hospital, the dates and hours of service, allotted leave time, level of supervision, evaluation, appointment, re-appointment, discipline and any termination shall be determined, as applicable, by the Hospital.
4. The Hospital shall pay you a base salary that annualizes to \$\$SALARY. You shall be entitled to the benefits set forth in Exhibit "A", which are subject to change pursuant to the Hospital's sole and absolute discretion. As a fellow receiving health insurance at a special rate, you are not eligible for any health insurance incentives such as the "Wellness Credit" or any other cost-reducing programs the Hospital shall design for its employees.
5. Your position will be a 1.0 FTE (100%) member in the Fellowship Program. As a 1.0 FTE member, you agree to and are required to devote your full time, energy and attention to your duties and responsibilities pertaining to the medical profession within the Hospital and shall not engage in any outside medical-related activities unless approved in advance by your Program Leader and GME Chair. Notwithstanding the foregoing, in the event you meet certain licensing and privileging criteria, you may apply to perform additional paid moonlighting activities at the Hospital provided that you obtain advance written approval from your Program Director and the Chair of Graduate Medical Education, and enter into a separate agreement setting forth such responsibilities.
6. As part of your clinical activities in the Fellowship Program, you agree to provide medical services under the supervision of your Clinical Supervisor and consistent with your scope of practice established in accordance with the requirements of the Fellowship Program and the pertinent specialty Board, and to undertake clinical related activities at the Hospital at the direction of the Hospital and your Clinical Supervisor. You shall not directly or indirectly participate in patient care activities until you have successfully completed the Hospital's application and credentialing process and have been approved by the Hospital's Office of Graduate Medical Education and Human Resources Office. You agree to comply with all of the Hospital's billing policies, procedures and rules so that the Hospital may appropriately account for and bill for your medical services. You also agree to comply fully with the Hospital's policies and procedures and the Hospital's Medical Staff Bylaws, rules, regulations, policies and procedures, including without limitation, the policies and procedures concerning appropriate health status screens, communicable diseases, vaccinations and clearance to work at the Hospital should you have any symptoms of sickness. Throughout your participation in the Fellowship Program, you shall display your name tag or other authorized identification at all times while on Hospital property.
7. Your initial employment in the Fellowship Program and the continuation of your participation in the Fellowship Program at the Hospital are contingent upon: (i) your prior completion of the appropriate academic prerequisites and other appropriate credentials for your Fellowship Program; (ii) obtaining all appropriate or required licenses or registrations to provide medical services in the Fellowship Program, including current BLS and ACLS certification; (iii) successfully completing the Hospital's application and credentialing process, including but not limited to, satisfactory completing all application and licensure forms from the Hospital's Human Resources Office and Office of Graduate Medical Education;

- (iv) successfully completing a background check, drug screening, reference check and sanction check; (v) obtaining all required immunizations; (vi) successful completion of electronic health record training; and (vii) your continued compliance with the Hospital's Medical Staff Bylaws, rules, regulations, policies and procedures. In addition, prior to the start of your employment in the Fellowship Program, you will need to provide proof: (i) of completion and passage of USMLE Step I, II and III or COMLEX, as applicable; (ii) of verification of successful application of a license to practice medicine with the Florida Board of Medicine; and (iii) if you are not a United States citizen, that you are a legal permanent resident of the United States or that you have a J-1 Visa through the Educational Commission for Foreign Medical Graduates (ECFMG).
8. Throughout the Term, the Hospital will maintain on behalf of itself and you, in amounts consistent with industry standards and/or applicable law, professional liability insurance coverage. You may obtain, at your sole cost and expense, supplemental professional liability insurance coverage if you so desire. You acknowledge and agree that Hospital shall not be liable for any of your acts occurring prior to your employment under this Letter of Agreement ("Prior Acts"). You also agree to indemnify, defend, and hold Hospital harmless with respect to such Prior Acts.
 9. You acknowledge that your employment in the Fellowship Program at the Hospital is on an at-will basis and that acceptance of this Letter of Agreement is not a contract for any specified period of time. The Hospital, at any time and at its sole discretion, may remove you from its facilities and from providing services hereunder, if your conduct or work with patients or personnel is not, in the opinion of the administration of the Hospital, in accordance with Hospital's standards of performance.
 10. You acknowledge and agree that all medical, patient, business and financial records, correspondence, and other documents generated by you or the Hospital do not belong to you, and that the Hospital is the "records owner" under Florida law.
 11. You acknowledge that the Hospital, through its acceptance of you in the Fellowship Program, has provided you with special, unique and extraordinary training and experience, business and professional contacts, and the ability to treat and otherwise have access to the Hospital's and its affiliates' patients and clients, all of which are solely the result of your participation in the Fellowship Program at the Hospital. In consideration of the foregoing and the protection of the Hospital's goodwill, you agree to, for a period of three (3) years from the conclusion of Fellowship Program at the Hospital, not, directly or indirectly, solicit, induce, attempt to solicit or induce, or otherwise communicate with any of the employees or patients of Hospital with the purpose or result of causing such persons to terminate or change their employment or medical relationship, as appropriate, with the Hospital, as the case may be. You agree that a breach of this Section 11 would cause the Hospital irreparable harm and that the Hospital shall be entitled to seek whatever remedies, in law, equity or otherwise, it deems appropriate in the event of such breach. This Section 11 shall survive termination or expiration of this Letter Agreement.
 12. You acknowledge and agree that the payments by Hospital set forth in this Letter of Agreement are not conditioned on your referral of patients to the Hospital, or any other entity, and are not calculated in a manner that takes into account the volume or value of any referrals by you to the Hospital or any other entity, if any, or the value of other business generated between you and the Hospital. Any referrals by you to the Hospital shall be uncompensated and shall be based solely on your medical judgment and the best interests of the patient. You agree to exercise independent medical judgment in your practice of medicine and in the performance of all professional services for your patients.
 13. You hereby represent and warrant that your execution and performance under this Letter of Agreement does not conflict with, or result in, any violation of any other agreement, arrangement, or provision to which you are a party, including without limitation, any non-competition agreements with a third party.
 14. In any action or dispute, at law or in equity, that may arise under or out of, or which otherwise relates to this Letter Agreement, the prevailing party shall recover its legal expenses, including reasonable attorneys' fees, legal assistants' fees, costs and expenses, from the non-prevailing party in addition to any other relief or remedy to which the prevailing party may be entitled.
 15. This Letter of Agreement shall be governed by and construed under the laws of the State of Florida. The venue of any dispute arising from this Letter of Agreement shall be in the courts in Hillsborough County, Florida. The parties hereby



knowingly and voluntarily waive any right you may have to a trial by jury with respect to any action or claim arising out of or related to this Letter Agreement.

- 16. You acknowledge and agree that this Letter of Agreement constitutes the entire agreement between the parties, and supersedes and renders null and void any previous agreements or statements, whether written or oral, including any letter of intent, between the parties.

You will receive instructions to follow via email regarding the pre-hire and Orientation requirements that you must complete successfully prior to July 1, 2015. Also, in the event you do not currently possess the required licensure or registration to provide medical services in the Fellowship Program in the State of Florida, please immediately begin the process to obtain such licensure or registration to avoid any delay in your anticipated start date.

If you would like to accept employment in the Fellowship Program under the terms and conditions outlined above, please sign the Acknowledgment and Acceptance below, initial each page of this Letter of Agreement where indicated, and then return the fully executed Letter of Agreement in the enclosed envelope no later than the close of business on March 27, 2015.

We look forward to you joining our team and contributing to the mission of the Moffitt Cancer Center.

Sincerely,

Jonathan Zager, MD
Chair of Graduate Medical Education
Professor of Surgical Oncology
Associate Member, Moffitt Cancer Center
H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc.

Acknowledgement and Acceptance:

I, _____ hereby accept employment by the Hospital in the Fellowship Program under the above stated terms and conditions. I understand that my anticipated start date will be July 1, 2015 pending successful completion of all pre-hire and Orientation requirements.

Signature: _____
 TRAINEE

Date: _____

cc: Human Resources
Program Director

Enclosures: Exhibit A
Benefits Information Sheet

EXHIBIT "A"

As a Fellow employed by Moffitt Cancer Center during Academic Year 2015-2016, you will receive the following benefits:

- Medical insurance: premiums off-set by a stipend for your own coverage, and at a shared-cost basis for your spouse and/or dependents. You are not eligible for the "Wellness Credit" or any other cost-reducing plan.
- Other insurance coverage as described in the enclosed Benefits brochure.
- Paid time off for holidays, sick time, vacation time and personal time: 25 days
- Paid time off for educational needs: 5 days
- Education fund for conferences, books, subscriptions and other needs specific to training in your program: \$3,050

Benefits are subject to Moffitt Cancer Center and/or Moffitt Cancer Center Graduate Medical Education policies and procedures.