



GRADUATE MEDICAL EDUCATION RESIDENT AGREEMENT

This Graduate Medical Education Resident Agreement (“Agreement”) made and entered into this day of March 22, 2023 by and between _____ (“Resident”) and Evara Health (“Evara”).

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

1. APPOINTMENT AND TERM

Resident is hereby appointed to participate in the Evara post graduate year one (“PGY-1”) training program in the specialty area of Family Medicine (the “Program”). Evara agrees to provide Resident with clinical, practical and educational experiences that, if successfully completed by the Resident, will lead to an annual reappointment and promotion to a subsequent PGY level. Additionally, upon successful Program completion, Resident will be provided with an Evara Health Certificate of Completion of the Residency and the ability to sit for the applicable board examination in the specialty area of Family Medicine.

The term of this Agreement shall commence on June 19, 2023 and ending on June 30, 2024, unless earlier terminated as provided for herein. Resident shall maintain a current license or a current registration as an unlicensed physician with the State of Florida, Department of Health, Board of Medicine (the “Board”).

2. COMPENSATION AND BENEFITS

Evara shall provide the Resident with employment benefits which include:

- Salary support of \$59,924.00 for the 2023 academic year
- Health and disability insurance for the resident/fellow and eligible dependents, in accordance with Evara policies
- Disability insurance for resident/fellow in accordance with Evara policies
- Paid vacation, parental, sick, and other leaves in accordance with the Evara policies

NOTE: A full description of these employment benefits are attached and can be found in the Evara Health Family Medicine Residency Administrative Policy Manual (“Handbook”), and the Evara Health Benefit Guide, which are updated annually.

Evara agrees to maintain professional liability insurance coverage for the physician for services rendered under this Agreement. Insurability of the Resident is a precondition to this Agreement, without which will not take effect. Resident warrants to Evara Health that he/she has disclosed all matters, which may be cause for un-insurability, or incidents of malpractice under review or completed actions or judgments. A copy of the Health Center’s FTCA coverage will be provided

upon physician's request. Resident shall not be covered under Evara's professional liability coverage while moonlighting.

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

3. RESIDENT PHYSICIAN RESPONSIBILITIES

Resident agrees to:

- A. Perform satisfactorily and to the best of his or her ability the customary responsibilities of Residents.
- B. Abide by the policies, procedures, laws, rules, regulations, and protocols of work facilities and the Handbook. In connection therewith, Evara shall provide to and orient Resident to its applicable policies and protocols.
- C. Follow the schedule provided to him/her and to timely attend all classes, clinics, lecture, rotations or other assigned activities.
- D. If assigned outside of Evara, Resident's activities will be governed by Evara in conjunction with the outside institution.
- E. Follow all institutional and Program policies regarding duty hours and moonlighting as contained herein and specified in the Handbook.
- F. Be responsible to the Program Director, Assigned Rotation Preceptor, Site Director, and member(s) of Hospital/Clinic Staff under whose supervision Resident may from time to time serve, and to the Program's Chief Resident.
- G. Conduct himself/herself in compliance with all rules, regulations and bylaws of Evara and the rotating institution, its Medical Staff, all applicable Service, Departmental and Divisional Rules and Regulations, as well as all applicable policies, both personnel and operational, and such specific rules and regulations as from time to time may be established for residents. Resident agrees not to engage in any activities that interfere with or detract from Resident's duties to Evara or to the orderly and effective operation of Evara, the educational program or the rotating institution.

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

- (i) Read, become familiar with, and abide by the policies and procedures set forth in Evara's Employee Handbook and the rotating institution's resident handbook, when assigned to institutions outside of Evara. Resident is also responsible for reviewing and abiding by any updates to Evara's or rotating institution's policies and procedures.
- (ii) Develop a personal program of self-study and professional growth with guidance from the teaching staff.

Participate in safe, effective and compassionate patient care under supervision.

- (iii) Participate completely in the educational activities of the program and, as required, assume responsibility for teaching and supervising other resident physicians and medical students.
- (iv) Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures and policies of the institution.
- (v) Participate in institutional committees and councils, especially those that relate to patient care review activities.
- (vi) Develop an understanding of ethical, socioeconomic and medical/legal issues that affect health care practice and of how to apply cost containment measures in the provision of patient care.
- (vii) Work harmoniously with other members of the health care team.
- (viii) Complete in a timely manner all responsibilities with respect to medical records and maintain the confidentiality of patient records and information as required by law.
- (ix) Submit to the Program Director or to the Designated Institutional Official, at least annually, confidential, written evaluations of the program faculty and the educational experiences.
- (x) Achieve standards set by the Program Director in the six education competencies: Patient Care, Medical Knowledge, Practice Based Learning and Improvement, Interpersonal and Communication Skills, Professionalism, and Systems Based Practice.
- (xi) Resident shall abide by Evara's or the rotating institution's dress code for all employees as set forth in the Handbook.

4. OFFICIAL REPRESENTATIVES

For Evara: Name: Elodie Dorso
Title: Chief Executive Officer

For Program: Name: Carlos R. Rodriguez, MD, FAAFP
Title: Program Director
Program: Family Medicine Residency

For Resident / Fellow: Name: _____

5. MOONLIGHTING POLICY

Resident may not engage in outside employment (moonlighting) except where prior written approval from Evara has been obtained. Evara shall have sole discretion when deciding whether to approve Resident's outside employment. PGY-1 and PGY-2 residents are not permitted to moonlight under any circumstances. For further information, please see the Moonlighting Policy in the Residency Administrative Policy Manual.

6. DUTY HOURS POLICY

Each Program's formal written policies governing resident duty hours are designed to foster resident education and facilitate the care of patients. Duty hours will be set to be consistent with the ACGME's Institutional and Common Program Requirements of the specialties and subspecialties that apply to each program. Resident duty hours and on-call time periods will not

be excessive. The structuring of duty hours and on-call schedules will be designed to focus on the needs of the patient, continuity of care, resident well-being, and the educational needs of the residents. These duty hour policies will apply to all institutions to which a resident rotates. For further information, please see the Resident Clinical and Education Work Hours Policy in the Residency Administrative Policy Manual.

7. SUBSTANCE ABUSE POLICY

All resident physician candidates offered employment will be screened for the presence of non-prescribed substances/alcohol. Those candidates testing positive for same in the initial and confirmatory testing will not be employed at Evara in the absence of a reasonable explanation acceptable to Evara. Where a resident physician voluntarily reveals a current chemical dependency, rehabilitation may be offered.

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

8. GRIEVANCE POLICY

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

9. RENEWAL AND PROMOTION

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

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

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

No prior notice to Resident is required if he or she will not be renewed for another year of training due to termination for disciplinary reasons

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

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

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

10. EXCLUDED PROVIDER

Resident understands and acknowledges that he or she may not participate in Evara's graduate medical education training program if he or she has now or has ever been 1) convicted of a criminal offense related to healthcare fraud or 2) excluded, debarred, sanctioned, or otherwise ineligible for participation in a "Federal Health Care Program" as defined at 42 U.S.C. 1320a-7b(f) or in any other government payment program.

11. INSTITUTION CLOSURE OR RESIDENCY REDUCTION/CLOSURE

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

12. HARASSMENT-FREE WORK ENVIRONMENT

Evara is committed to providing an Equal Employment Opportunity (EEO) to all its employees, including residents. Discrimination on the basis of race, religion, national origin, age, disability, veteran status, marital status, sex, sexual orientation, gender identification or any other basis protected by federal, state or local law, including verbal or physical harassment on the basis of any of the above characteristics, is prohibited and will not be tolerated. Such prohibited harassment consists of unwelcome sexual advances or comments; ethnic jokes; ethnic, racial, religious or age-related slurs; and similar conduct. This policy is in accordance with the Evara's Equal Employment and Nondiscrimination Policies and its Harassment Policies and in all instances will adhere to the terms and procedures of those policies.

The Director of Human Resources is Evara's Equal Employment Opportunity Administrator. If Resident feels as if he or she has been discriminated against or observes an act which may be interpreted to be discriminatory, Resident has an absolute and unqualified duty to report it to the Director of Human

Resources or his or her designee immediately. The Designated Institutional Official will be notified in each case.

13. ACCOMMODATION FOR DISABILITIES

Resident may request accommodation for disability by following the procedure outlined in Evara's Americans with Disabilities policy for disability accommodation.

14. RESTRICTIVE COVENANTS

Neither Evara nor its programs may require residents to sign a non-competition guarantee or restrictive covenant, as set forth in Evara's policy on restrictive covenants.

15. INTERPRETATION OF AGREEMENT

Questions regarding the terms and conditions of this Agreement shall be submitted in writing to the Evara Representative for review. A final and binding written response will be rendered by Evara within thirty (30) days from the date the request was received by the Evara Representative.

16. TERMINATION OF THE AGREEMENT

This Agreement may be terminated for the following reasons:

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

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

Resignation. Resident may terminate his or her appointment hereunder upon ninety (90) days written notice or such shorter notice period as the Program Director shall approve.

In the event that Resident is unable or unwilling to return to duty on the agreed upon date after an approved medical or family leave, or other approved leave or discontinuance, such action shall be deemed to be Resident's resignation from the residency Program and this Agreement shall terminate immediately.

Upon termination of this Agreement for reasons cited herein, the only obligation of Evara shall be to pay Resident's stipend earnings which may have accrued hereunder up to the date of such

termination or suspension. The final clearance procedure as outlined in the Handbook must be adhered to prior to termination of employment.

17. MISCELLANEOUS

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

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

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

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

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

18. ATTACHMENTS

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

- Promotion, Appointment Renewal, and Non-Renewal/Dismissal Policy
- Grievance Policy
- 2023 Evara Health Benefits Guide
- Health and Disability Policy
- Vacation and Leaves of Absence Policy (including notification of effect of leave on program completion)
- Clinical and Educational Work Hours Policy
- Moonlighting Policy

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the date and year first written above.

Resident / Fellow Enter complete name of other party in the space below	Evara Health
SIGNED BY: _____	SIGNED BY: _____
NAME:	NAME: Carlos R. Rodriguez, MD, FAAFP
TITLE: Resident	TITLE: Program Director Family Medicine Residency
DATE:	DATE:
	SIGNED BY: _____
	NAME: Elodie Dorso
	TITLE: Chief Executive Officer
	DATE: