



FUNCTIONAL MEDICINE CLINIC IMMERSION

Functional Nutrition Residency Program Agreement and NDA

We are committed to growing the skills of emerging Functional Nutrition practitioners as well as their clinical knowledge and application of functional medicine. We are also deeply committed to providing exceptional service and care to our patients. Nutrition residents are a vital part of our team approach to patient care and are essential in our delivery of high-level, personalized treatment plans. In order to allow for continuity of care as residents transition into our clinic, there are expectations residents must meet as they join us. The following outlines our expectations in terms of time commitment, technical proficiencies and conduct. While we know skills in many areas will grow and develop in the year residents spend with us, these are the areas we feel are necessary to allow both development and growth of our residents and continued exceptional care of our patients.

We do have high expectations of our residents, both in terms of motivation and delivery, so please consider the below carefully. If you have questions or concerns about any of this information, please don't hesitate to contact us at ProEd@drkarafitzgerald.com.

Personal Technology Requirements. All residency work is completed remotely/online, and Dr. Kara Fitzgerald does not provide computing or telephone equipment to residents. Residents must have their own computer with a recommended minimum of 500 GB hard drive to be able to access clinic databases. Other requirements include:

- Microsoft Office 365, with Word, Excel and Outlook
- A high speed, reliable Internet and phone service
- A smart phone
- A headset with clear sound and microphone; preferably with noise cancelling features
- Access to a quiet, private work space, without background noise
- Anti-virus software on personal computer(s)

Technical Proficiency. Our clinic uses a collaborative, team-approach to patient care. As such, patient work requires the technical acumen to collaborate on patient files utilizing a number of different platforms for communication and document editing and preparation. Proficiency in the following areas is necessary:

- Editing, formatting and creating professional Word documents meeting the formatting and style of our other clinic materials; this may include utilizing tables, tables of contents and other Word formatting features.
- Managing a shared Outlook email and calendar for patient communications, appointment management and meeting and schedule coordination
- Utilizing simple Excel spreadsheets for patient tracking, simple calculations and information storage
- Accessing, editing and utilizing files within the shared clinic Dropbox



FUNCTIONAL MEDICINE CLINIC IMMERSION

- Establishing password protection and security measure on personal devices to ensure all patient documents and communications are handled per HIPPA compliance requirements
- Learning and utilizing an EMR (Electronic Medical Record) system to access patient information, charts, communication, etc. (Training will be provided)

CNS hours. If you are tracking your hours for **CNS certification**, make sure you are set up to do that. Tracking hours, and ensuring they meet the requirements of the BCNS will be entirely your responsibility. The BCNS requirements for supervised hours are subject to change, and while our goal is to stay up to date with those requirements, Dr. Fitzgerald and team cannot be responsible for any changes to requirements that render certain hours inadmissible.

If for some reason you are falling short of averaging 18 hours per week of CNS-approved hours, it is your responsibility to let us know so that we can assign additional work to you.

Each resident will have a folder set up on Dropbox to store your CNS hourly reports. Reports should be updated in your Dropbox file at the end of every month. The report should specify what projects you have worked on, the breakdown of hours per category for that month, and the total number of hours worked that month. The BCNS Board has an excel spreadsheet you can download for use in tracking your hours.

If you complete your requirements for CNS certification before completing the 12-month program, you're encouraged to submit your hours to the BCNS. Please be aware, you are still obligated to your 12-month commitment to the residency program and that CNS certification does not preclude you from supervision by our staff nutritionists or clinic physicians. Please connect with Karen for aid in submitting your supervised hours to BCNS.

Time Off. Our program is designed to provide adequate CNS hours allowing for 4 weeks off over the course of the year.

Working with patients. Working directly with patients depends on your level of experience and will be determined on a case by case basis, typically after at least 2 months on the program but more often 3 months. When working with a patient, your role is to support the lead nutritionist and patient in enacting the dietary, supplement and lifestyle recommendations that the physician has prescribed, or in the case of Nutrition Only patients, that the lead nutritionist has designed. If you identify any potential adjustments to the treatment plan that you think would be of benefit to the patient, please do not address them directly to the patient. Changes to the prescribed treatment plan must be approved by Dr. Fitzgerald, Dr. Litwin, Dr. Adkins or the lead nutritionist before proceeding.

Nutrition-only patients. Patients that seek nutrition-only consults see staff nutritionists without being diagnosed and treated under Dr. Fitzgerald, Dr. Litwin or Dr. Adkins. These patients are managed by the nutrition team from start to finish, including the design, implementation and management of dietary interventions and supplements. All procedures, including (but not limited to) standard operating procedure, convention, and privacy, are followed as though they were physician-followed patients. In



some cases, co-management of a patient (client) with a physician outside of our clinic is appropriate, and you may use Report of Findings, or brief telephone calls to consult on cases. Presentation of these cases in Clinical Grand Rounds meeting requires the use of the FxMed Matrix and Timeline; the lead nutritionist may ask you to draft materials in preparation as part of your patient follow-up work.

Expectations and rewards. Our work schedules are very busy and everyone's time is valuable. The program is designed to be viable for our clinic to run efficiently, while at the same time to produce the kind of quality work that fully prepares CNS candidates towards their goals of certification. To that end, we require our interns to commit to a minimum of 18 hours per week, with their time split between working on asynchronous material, team meetings, content creation, special projects, and patient support.

- **Asynchronous material:** During the first 3 months of training, you're required to complete modules and associated case studies and practical trainings.
- **Content Creation:** Content creation (for website or social media publication) is a requirement of the residency program. We can work with you to identify suitable subject matter and aim to make allowances for topics that you are interested in.
- **Team meetings:** Except due to sickness or vacation, attendance is required at the following meetings throughout the 12 months of your residency. Please notify Romilly and Lara if you are going to be absent. Current meeting times are:
 - Nutrition Clinical Grand Rounds on Tuesdays 9:30-10:30am EST,
 - Nutrition Team Admin Meetings every other Thursday 9:30-10:00am EST,
 - Nutrition Team Clinical Case Review Every Thursday at 10:00am – 11:00am EST
 - Friday lunchtime team trainings (typically once or twice per month)
- **Special projects:** One of the most exciting aspects of working in a busy clinic is the opportunity to learn about special conditions, cases, and to develop new material, tools and resources. These opportunities will pop up throughout your time with us, and we encourage you to pursue those projects you find to be most interesting. This includes opportunities for presentations via webinar.
- **Patient support:** Shadowing and direct patient support begins during phase two, on a case-by-case basis. During your training, you may be asked to supplement patient support resources by creating specialized menu plans, recipes, and other tools. Residents are expected to be available for patient calls during clinic business hours – Tuesday, Thursday and Friday between 9:00am-5:00pm EST.

HIPAA compliance. Protecting patient privacy and maintaining HIPAA compliance is an imperative. Any device used to access the Protected Health Information ("PHI") must be password protected, with that password being changed every 3 months. You may not retain copies of any PHI beyond the scope of use necessary for the your work related to this agreement. You must notify us immediately of any breach of information or loss of device via text to 203-545-8098, or 503-939-4320. A copy of the clinic HIPPA policy is attached for reference and additional information.



FUNCTIONAL MEDICINE CLINIC IMMERSION

Dropbox use. Dropbox is our shared, HIPAA-compliant document storage. You will have access to Dropbox once you begin to shadow patients. It's important to access files by downloading the Dropbox app to your computer. Dropbox does track previous versions and change history, do not remove any files from Dropbox since they will be deleted for all users. Please work with Karen to get access to Dropbox towards the end of month 3.

Email. We have an encrypted HIPAA-compliant email for your use (nutritionteam@drkarafitzgerald.com). This is a shared email address for all residents. Please use Outlook exchange platform to access this email. It is your responsibility to check that email address for content and calendar items, and to coordinate responses with other residents. Managing shared emails is part of the initial onboard training. It's important to follow the best practices already in place to ensure nothing falls through the cracks. If you are communicating directly with a patient only use that email address, and you can also use it for general office communications. Please work with Karen to get access to this email account.

Email etiquette should be professional at all times ("Hello" or "Hi" instead of "Hey"). Avoid colloquialisms as a general rule. If emailing multiple patients at once, always blind copy (BCC); not doing so is a breach of HIPAA.

Professional conduct. As resident, please consider yourself a professional member of our clinic and have that be reflected in your presentation and work ethic. We require on-time delivery of projects and commitments, that you work to your highest standards, and that you always represent the clinic in a good light. Failure to do so is grounds for termination of agreement without refund.

Conventions. Please refer to Dr. Fitzgerald, Dr. Litwin and Dr. Adkins to patients and public by that name only, and not as Dr. Kara, Dr. Ken or Dr. Stacey.

Facebook Group: As part of the team and FNRP program, you will be able to join our private Professional Education Facebook Group. The page is intended for you to dialogue with, and ask questions of, your peers, Live Mentorship participants, and the clinic team on Functional Medicine topics and anonymous cases that you are working with. Posts should be constructive, collegial and in the spirit of connection and learning. We encourage you to be open minded to others' points of view. The following are not tolerated and may be grounds for removal of that participant from the group:

- Profane, defamatory, offensive or violent language
- Hateful or discriminatory comments
- Discussion of illegal activity
- Commercial solicitations or personal promotion for your own benefit

Tuition & Fees. Tuition for the program is \$7,200.00. The balance of the tuition payment is due prior to the designated start date. Tuition fees are non-refundable. (There is a scholarship opportunity that may be offered to **one** participant per cohort.)

Performance. Evaluations and feedback will be provided as residents progress to working with patients and may also be provided as requested or as deemed appropriate by supervisors.



Grounds for termination of agreement. The following are grounds for terminating the residency *without* refund:

- Inappropriate use of intellectual property
- Unprofessional conduct in meetings, via email or on Facebook
- Displaying behavior that is disruptive to the learning environment of others
- Expression of violent intentions (we will also contact appropriate authorities)
- Deliberate violation of this agreement

The agreement may also be terminated if residents are unable to meet the time or proficiency expectations outlined above. If after adequate time, training and opportunity have been provided you are unable to perform patient related duties and the quality of care to meet clinic expectations your residency may be terminated.

Non-compete. By signing this document, you will agree not to solicit or engage with any patient of the clinic independently of your residency duties, during and for a period of 3 years after the end of your internship.

Intellectual property. The intellectual property of any content developed by you as part of this residency program belongs to Dr. Fitzgerald. You may not reuse the content without citing Dr. Fitzgerald as the source. Any website blogs or social media content you develop as part of the program must not already have been published elsewhere.

MUTUAL CONFIDENTIALITY, NONDISCLOSURE & NON-USE AGREEMENT

THIS MUTUAL CONFIDENTIALITY, NONDISCLOSURE AND NON-USE AGREEMENT (this "Agreement") as entered into as of this date is by and between DR. KARA FITZGERALD, LLC, an individual with an address at 27 Glen Road, Newtown, CT 06482 and the undersigned. The parties agree as follows:

1. Disclosure of Confidential Information. The parties hereto intend to discuss the formation of a business relationship with each other, may form such a business relationship, and may participate in business activities during such business relationship (collectively, the "Business Purpose"). While pursuing the Business Purpose, each party (the "Receiving Party") may obtain, or may have already obtained (in written, oral, electronic, physical or other form) certain proprietary and confidential information that relates to the other party's (the "Disclosing Party") finances, research, development, business activities, business plans, products, customers and/or services (collectively, but not exclusively, the "Confidential Information"). The term "Confidential Information" includes without limitation any modifications or derivatives prepared by the Receiving Party that contain or are based upon Confidential Information of the Disclosing Party, and the existence and nature of the parties' relationship. Furthermore, if the Receiving Party knows or reasonably should know (by the nature of the disclosed material or the context in which it is disclosed) that such material is intended to be kept confidential, the term "Confidential



FUNCTIONAL MEDICINE CLINIC IMMERSION

Information” will pertain irrespective of whether such material is marked or otherwise designated as being proprietary or confidential.

2. Exclusions. “Confidential Information” does not include any information that: (a) was rightfully in the Receiving Party’s possession before receipt from the Disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the Receiving Party; (c) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (d) is independently developed by the Receiving Party without the aid, application or use of the Disclosing Party’s Confidential Information, where such independent development can be supported by reasonably documentary evidence; or (e) is approved by the Disclosing Party, in writing, for disclosure without restrictions.

3. Use and Restrictions. The Receiving Party: (a) will use the Disclosing Party’s Confidential Information only in connection with the Business Purpose which benefits the interest of the Disclosing Party; (b) will protect the confidentiality of the Disclosing Party’s Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, but in no event using less than reasonable care; (c) will not copy or modify the Disclosing Party’s Confidential Information except as necessary to achieve the Business Purpose; and (d) will not disclose the Disclosing Party’s Confidential Information except to its directors, officers, and employees who (i) need to receive the Confidential Information to achieve the Business Purpose, (ii) are made aware that the Confidential Information constitutes confidential information and/or trade secrets of the Disclosing Party, (iii) are bound by confidentiality obligations at least as stringent as those in this Agreement, and (iv) agree to treat and protect the Confidential Information accordingly. The Receiving Party will be responsible for any breach of this Agreement by any of its directors, officers, employees, contractors, or agents.

4. Compelled Disclosures. If the Receiving Party receives a subpoena or other process demanding the Disclosing Party’s Confidential Information, the Receiving Party will promptly notify the Disclosing Party and tender to it the defense of such demand. Unless the demand is timely limited, quashed, extended, or stayed, the Receiving Party may disclose, on the afternoon of the last day for compliance, only that part of the information that is required by law to be disclosed. If requested by the Disclosing Party, the Receiving Party will cooperate, at the Disclosing Party’s expense, in the defense of a demand for compelled disclosure. Nothing in this Agreement obligates any party to violate any laws or regulations regarding the disclosure of information.

5. Duration of Obligations; Return; Termination. This Agreement becomes effective on the date (hereinafter the “Effective Date”) of the first to occur of: (a) the date first set forth above; (b) the date any Confidential Information is or was first disclosed to the Receiving Party by the Disclosing Party; or (c) the date this Agreement is executed by both parties. Unless terminated earlier according to this Paragraph 5, the obligations under this Agreement will continue for two (2) years from the Effective Date, and in the case of Confidential Information that is a trade secret under applicable law, for so long as such Confidential Information remains a trade secret; and will survive termination of this Agreement and any other agreements entered into by the parties. Within ten (10) business days of a Disclosing Party’s written request, or within ten (10) days following expiration or termination of this Agreement, the Receiving Party



shall return to the Disclosing Party, or (in the Disclosing Party's sole discretion) destroy and certify the destruction of, all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, and all copies, notes, and abstracts thereof. Either party may terminate this Agreement at any time by notifying the other party in writing and tendering the return of all Confidential Information and all copies, notes and abstracts thereof of the other party in its possession or control.

6. No Grant of Rights. All Confidential Information is the property of the Disclosing Party. No license, by implication or otherwise, to any trade secrets, copyrights, trademarks, or other rights is granted by this Agreement or by any disclosure of Confidential Information

7. Equitable Relief. Recognizing that in the event the Receiving Party breaches this Agreement, the Disclosing Party may suffer irreparable harm and may not have an adequate remedy at law, in addition to any other rights and remedies available at law or in equity, the Disclosing Party shall be entitled to an injunction or other equitable relief to enforce this Agreement, without the requirement of posting bond or other security and without proof of actual damages.

8. No Warranties. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR TO THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES UNDER ANY CIRCUMSTANCES EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SAME. NOTHING HEREIN OBLIGATES EITHER PARTY TO ENTER INTO ANY FURTHER AGREEMENT WITH THE OTHER PARTY, WHETHER IN PURSUIT OF THE BUSINESS PURPOSE OR OTHERWISE.

9. Integration and Severability. This Agreement constitutes the understanding between the parties as to Confidential Information, and supersedes any prior or contemporaneous communications, understandings, and agreements. The Agreement may only be modified in a writing signed by both parties. If any provision of this Agreement is found to be fully or partially invalid or unenforceable, it will be enforced to the extent permitted by law, and the remainder will not be affected. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, or of the same provision on another occasion.

10. No Assignment. The rights and obligations contained herein may not be assigned by either party without the prior written consent of the other party. Any attempted assignment in violation of this provision shall be void. The obligations of the parties hereto shall be binding on the parties' successors and permitted assigns.

11. Jurisdiction and Venue. This Agreement shall be construed in accordance with, and governed by, Connecticut law, without regard to its conflicts of laws principles. Any dispute between the parties may only be litigated in a court of competent jurisdiction in Fairfield County, Connecticut. Both parties hereby waive their rights to challenge such jurisdiction and venue.



FUNCTIONAL MEDICINE CLINIC IMMERSION

12. No Commercial Relationship. Nothing herein constitutes a commitment by either party to acquire or provide any product or service; and does not create any partnership, agency relationship, joint venture, or other commercial relationship between the parties.

By signing or typing my full legal name below, I acknowledge and consent to the terms and conditions set forth in this agreement.

Signature: _____

Printed Name: _____

Date: _____