

D. Housestaff Officer Sample Contract:

VARIETY CHILDREN'S HOSPITAL D/B/A NICKLAUS CHILDREN'S HOSPITAL **RESIDENT AGREEMENT**

THIS RESIDENT AGREEMENT (the "Agreement") is entered into on the date indicated on Attachment A and is by and between VARIETY CHILDREN'S HOSPITAL d/b/a NICKLAUS CHILDREN'S HOSPITAL, a Florida not-for-profit corporation which is a part of Miami Children's Health System ("NCH") and the physician resident or fellow whose name appears on Attachment A to the Agreement (the "Resident").

RECITALS:

WHEREAS, NCH is licensed by the State of Florida to operate Nicklaus Children's Hospital, which conducts a residency program ("Program") in accordance with the rules and regulations of the Accreditation Council for Graduate Medical Education ("ACGME"); the Commission on Dental Accreditation ("CODA"); or the Accreditation Council for Pediatric Neurosurgery Fellowships ("ACPNF"), and the Policies and Procedures of the Department of Medical Education and

WHEREAS, Resident desires to participate as a Post Graduate Year level resident ("PGY") in one of the Programs offered by NCH as indicated on Attachment A; and

WHEREAS, NCH desires for Resident to participate in the Program.

NOW THEREFORE, in consideration of the promises and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

AGREEMENT

1. **Appointment.** NCH hereby appoints Resident to participate in the Program as a PGY and Resident hereby accepts such appointment. Final confirmation for appointment shall be subject to a satisfactory health examination conducted by NCH's Employee Health Office, including a drug screening and background check performed by NCH Human Resources.

1.1 **Credentials.** If Resident is a graduate of an international medical or dental school, Resident must present to NCH, prior to participation in the Program, (i) his or her original, valid medical or dental school diploma; (ii) proof of eligibility for employment including valid visa and/or other documents indicating eligibility for employment in the U.S; and for medical residents: (iii) his or her original, valid ECFMG Certificate; and (iv) a valid certificate showing the Resident's USMLE/COMLEX score. If Resident is a graduate of a domestic medical or dental school or other exempt medical school for which an ECFMG Certificate is not required, Resident must present, prior to participation in the Program, all of the items listed above in this section except a valid ECFMG Certificate. If medical Resident does not have a "valid-indefinitely" ECFMG certificate, he or she must apply for and give a copy to the Medical Education Office upon receipt to remain in good standing. If Resident does not present to NCH the items

listed in this Section at least two (2) weeks prior to the Effective Date, this Agreement shall be null and void *ab initio* and of no force and effect.

2. **Residents' responsibilities:** Residents are expected to conduct themselves as professionals in all situations. As such, residents are expected to dress appropriately, use appropriate language, refrain from actual or perceived harassment, and interact with patients, families, and co-workers in a congenial and constructive manner. As mature adults with professional responsibility and standing, residents must be committed to quality excellence in all aspects of their activities and are expected to positively represent Nicklaus Children's Hospital in all activities, both inside and outside the workplace.

Resident's responsibilities include: During the term of this Agreement, Resident shall:

2.1 Participate in the Program and satisfactorily perform Resident's obligations under the Program in accordance with the provisions of this Agreement, the NCH Housestaff Manual, a copy of which has been furnished to Resident ("Housestaff Manual" Online), NCH's Employee Handbook, a copy of which has been furnished to Resident online and all of NCH's other policies, procedures and manuals as relevant. Resident shall report and be responsible to NCH's Program Director, and/or the Director of Medical Education/ Designated Institutional Official (DIO).

2.2 Participate in the Program as provided for herein and shall: (i) provide satisfactory, prompt services to patients, irrespective of sex, religion, race, color, national origin, or any handicap, whether perceived or actual, (ii) use diligent efforts and good judgment, and (iii) satisfactorily perform under this Agreement as may be required by NCH, and any applicable federal, state or local standard, ruling or regulation or by any agency, corporate entity, or individual exercising authority with respect to or affecting NCH. Resident shall provide satisfactory, safe, cost effective, and compassionate care commensurate with Resident's level of experience and competence under the general supervision of the attending staff.

2.3 Attend all educational activities of the Program, and as required, assume responsibility for teaching and supervising other housestaff and residents

2.4 Participate in institutional programs and activities related to the Program, and in committees and councils as assigned especially those that relate to patient care review activities and residency oversight activities.

2.5 Be required to attain certification in a Basic Life Support (BLS), Pediatric Advanced Life Support (PALS), and for medical residents, Neonatal Resuscitation Program (NRP), as approved by NCH's Graduate Medical Education Committee (the Committee), and other required training, as determined by the Committee, such as Advanced Cardiac Life Support (ACLS) and/or Advanced Trauma Life Support (ATLS) for selected training programs as per training requirement. NCH shall bear the cost of the initial attempt to obtain the PALS and other required certification. If Resident fails to obtain certification on the first attempt or fails to attend their pre-scheduled course, Resident shall bear the cost of any additional attempts at certification. Failure of Resident to obtain PALS and any other required certification, may, at the sole discretion of NCH, be deemed a breach by Resident of this Agreement and may result in termination of this Agreement by NCH.

2.6 Participate in all required orientations, continuing education, and safety seminars.

2.7 Assure and maintain State licensure or registration for a training license as required by the Florida Board of Medicine or the Florida Board of Dentistry as applicable, as described in the Housestaff Manual.

2.8 Comply with the scope of practice documents pertinent to the training program and obtain an appropriate level of supervision for all patient care activities.

2.9 Complete required evaluations in a timely manner as stipulated in the Housestaff Manual.

2.10 Maintain patient logs if required by the Program Director or if part of the Program Requirements.

2.11 Document and maintain procedure logs in the Program-designated log system.

2.12 Document and maintain work hour logs as required by Institutional Policy on Duty Hours and in Section & of the Agreement.

2.13 Satisfactorily perform such other duties, and satisfactorily participate in the Program during such rotations and hours as are established by the Program Director and/or the Graduate Medical Education Committee of NCH. Night and weekend call shall be scheduled by the Program Director on a rotational, equitable basis, as provided for in the Program-Specific Resident Manual.

2.14 Inform the Medical Education Office of any address change or changes in visa status, as applicable.

3. **Duration of Appointment.** The duration of this appointment shall not exceed one year from the appointment date as specified in Attachment A. Occasionally appointment might occur for less than one year as specified in the dates in Attachment A. Unless terminated earlier pursuant to Article 18, the term of this Agreement, and accordingly, the appointment created by this Agreement, shall commence on the date indicated on Attachment A (the "Effective Date") and terminate on the date indicated on Attachment A (the "Term"). Resident understands and agrees that no additional appointment to the Program as a resident is guaranteed or to be implied from this Agreement or any other communication between the parties.

4. **Financial Support.** Compensation to the Resident will be in accordance to the policy of Medical Education during the Term of this Agreement, in consideration for services provided during the Term, NCH shall pay Resident the sum indicated on Attachment A. Such compensation shall be paid biweekly in accordance with NCH's policies for paying employees. Resident shall not be entitled to any compensation during the pendency of any suspension or dismissal. If Resident is reinstated from the suspension or dismissal, Resident shall not be entitled to back-compensation Resident did not receive during the period of suspension or dismissal. In order to receive compensation, the Resident must have all documentation regarded by NCH, including a valid visa, if applicable, and Florida license. Compensation during leaves follows specific leave policies.

5. **Conditions of Reappointment and Promotion to a Subsequent PGY level.** Promotion/reappointment shall be contingent upon Resident's satisfactory performance of his or her obligations under this Agreement, all as determined by the Program Director, the Director of Medical Education/DIO, and the GMEC. Resident will not complete the training program level until all requirements of this Agreement are completed, including completing training length as set forth by the program-specific accreditation requirements, and fulfilling NCH required mandatory education requirements as stipulated in the Housestaff Manual.

5.1 **Non-Renewal of appointment or non-promotion.** Nicklaus Children's Hospital (NCH), Graduate Medical Education (GME), and individual training programs have an obligation to provide learning opportunities, adequate supervision, and regular monitoring for all trainees so that at the end of their training the residents/fellows are competent to practice medicine safely without supervision in their respective fields of training. It is important for the programs to identify residents/fellows with academic poor performance early in their training and provide appropriate remedial measures to ensure training competent physicians. Residents agree and understand that his/her continuation in the Program is dependent upon his/her satisfactory performance in accordance with professional patient care standards and the criteria of his/her Program, and compliance with the conditions and requirements of this Contract and the Housestaff Manual. NCH endorses the principles of progressive discipline and seeks to address substandard performance and/or conduct with the least severe action necessary to effect the desired change. NCH agrees that any academic or other disciplinary action, including dismissal, or non-renewal, which may be taken against a Resident, will be in accordance with fair institutional policies and procedures as described in the Housestaff Manual. NCH agrees that the adjudication of any Resident complaints and grievances related to actions which could result in dismissal or could significantly threaten the Resident's intended career development will be in accordance with fair institutional policies and procedures as described in the Housestaff Manual.

5.2 **Grievance Procedures and due process.** NCH is committed to an educational environment in which residents may raise and resolve issues without fear of retaliation or intimidation. To this end, Residents are provided full protection against unfair treatment through a formal grievance procedure. Specific directions for filing a grievance are found in the Housestaff Manual and NCH Employee Handbook. Residents are advised that defined time intervals apply to most grievances and delay beyond these prescribed times may exclude the possibility of filing a grievance. NCH has established a grievance procedure for addressing residents' concerns as is described in Housestaff Manual and Employee Handbook. The following three academic disciplinary actions are eligible for grievance/appeal as per the process delineated in the Academic and Grievance Policy found in the Housestaff Manual: (i) Extension of Training Period, (ii) Non-renewal of Contract, and (iii) Termination. The Academic Discipline Status of "Review", "Warning", and "probation" are not eligible for Grievance and Appeal Process.

6. **Benefits.** NCH agrees to provide the following benefits to the Resident:

6.1 **Professional Liability Insurance and Tail Coverage.** NCH shall provide Resident with professional liability insurance (covering legal defense and judgments) for services performed pursuant to this Agreement, upon such terms and in such amounts as NCH provides for its other employees providing medical/professional services. A summary of pertinent information regarding this coverage will be provided to the Resident. If professional liability insurance was provided on a claims made basis during the Term, following the expiration or termination of this Agreement, NCH shall provide a continuous reporting endorsement (tail coverage) for the applicable statute of limitations for covered acts occurring during the Term of this Agreement.

6.2 **Hospital and Health Insurance.** NCH shall provide Resident during the Term with such group health, vision and dental insurance as is provided to its other employees. Coverage for benefits will begin upon the first recognized day of the respective programs.

6.3 **Disability and Life Insurance.** NCH shall provide Resident with such basic life, short and long term disability insurance as NCH provides for its other employees. Coverage for benefits will begin as stated in the Employee Manual.

6.4 **Vacation.** Resident shall be entitled to twenty-eight (28) calendar paid vacation days. Such vacation shall be taken when is mutually agreed to by Resident and the Program Director or his or her designee. A request for paid vacation must be submitted in writing for approval by the Program Director. The process of scheduling and requesting vacation, block out dates for vacation, and advance notices for vacation are as specified by each program in the program-specific resident manual.

6.5 **Leaves of Absence.** Resident shall be entitled to paid and unpaid leave as determined by NCH. Paid leave is taken from available vacation days. Any leave beyond vacation days are considered unpaid leave. With any leave, the Resident must complete the required clinical time in order to advance to the next training level and/or to graduate. If Resident fails to complete required time as stipulated by the guidelines set forth by the corresponding accrediting bodies and/or fail to meet eligibility for certification by relevant certifying board, they will not finish the PGY level and/or graduate, as applicable, until training is completed.

6.5.1 **Unpaid Leave.** Unpaid leaves may be granted in the event of a personal emergency after vacation time has been exhausted. Prior to taking such leave, Resident must notify in writing and obtain the approval of the Program Director, and/or the Director of Medical Education/DIO. The notice must state the reason for requesting the leave, the number of days requested for leave and the contact information (including address) of Resident while on leave. If, for any reason, Resident is absent for a total of seven (7) or more days from one rotation, or for a total of twenty-one (21) or more days over the Term of this Agreement, Resident shall be required to make up the missed block-time in rotation. Absences for shorter periods shall be made up by Resident at the discretion of the Program Director, and/or the Director of Medical Education/DIO. Missed time must be made up during vacation time or during such other times as agreed to by the Program Director, and/or the Director of Medical Education/DIO. Notwithstanding any of the foregoing, Resident must complete the corresponding accrediting body's requirements for training and/or meet eligibility for certification by relevant certifying board in order to satisfactorily perform under this Agreement and complete the Program.

6.5.2 **Sick Leave.** Resident shall be entitled to paid sick days, at the discretion of the Program Director, and/or the Director of Medical Education/DIO up to a maximum of twelve (12) days during the Term. Sick days are not subject to accumulation if Resident is reappointed. In the event Resident must be absent for more than five (5) consecutive days as a result of sickness, Resident must request a sick leave in writing from the Program Director, and/or the Director of Medical Education/DIO. The sick leave request must be accompanied by a physician's statement and an estimated length of absence. Absence due to illness for more than two (2) consecutive days requires a doctor's note for return to work. Sick days may be required to be made up, at the discretion of the program director, if clinical and training requirements are affected.

6.5.3 **Funeral Leave.** Resident shall be entitled to funeral leave with pay for three (3) days in the event of the death of Resident's parents, step-parents, sister, brother, children, spouse or spouse's parents. Resident shall be entitled to funeral leave with pay for one (1) day in the event of the death of any other relative or person who, to be determined on a case by case basis by the Program

Director, and/or the Director of Medical Education/DIO meets the criteria for bereavement. Funeral leave must be taken at the time of the funeral and may not be postponed.

6.5.4 **Military Leave.** Military leave is to be used for attending a regularly scheduled training period or a call-to-duty under a military obligation in the United States Armed Forces. The Medical Education Department will follow guidelines set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and NCH Human Resources policies. Per the ACGME, military service cannot be substituted for training requirements (as per Section 5).

6.5.5 **Parental Leave - Family and Medical Leave.** Residents employed by NCH considering leave request based on the Family and Medical Leave Act (FMLA) shall be entitled if they meet the requirements stated in the Employee Manual based on FMLA. Residents must give at least a 30 day notice when leave is foreseeable or as much notice as practical and complete required forms as indicated by NCH Medical Education Office and Human Resources Department prior to going on leave. Remaining vacation days shall be used first (this time will be paid); any following days are unpaid of leave. Resident may be eligible for Disability (pursuant to NCH's Short Term Disability Plan). Details of FMLA are explained in Housestaff Manual and the Human Resources FMLA package.

6.5.6 **Professional / Educational Leave.** Professional/ Educational leave requires prior written approval of the Program Director for appropriateness of the conference and for addressing coverage issues. **For Medical residents:** Reimbursement for resident participation in Professional/ Educational conferences are for residents who are presenting at the conference and require prior approval of the Program Director, and/or the Director of Medical Education/DIO taking into consideration coverage, patient care, and educational issues as delineated in the program-specific resident manual and the GME policy. **For Dental residents:** Second year dental residents will attend the AAPD annual meeting in May. If the dental resident is entitled to paid professional education leave, the resident shall be entitled to be reimbursed up to \$1,500 for expenses incurred to attend the professional education activity, but only if the activity is approved in advance by the Director of Medical Education/DIO and the Program Director. In the event the resident is eligible for professional leave and approval to take such leave is granted, the resident is responsible for arranging alternate coverage and to notify the hospital operator. The educational leave must be in writing. For all residents, the process of submitting request for educational leave is specified in the program-specific Resident Manual and approval is at the discretion of the Program Director.

6.6 **Professional / Educational Stipends.** The Institution shall provide the Pediatric Residents with educational support throughout each approved academic training year. These educational stipends are delineated in Attachment B (For Pediatric Residents), Attachment C (For Subspecialty Residents), and Attachment D (For Dental Residents). Stipends are approved yearly by the Program Directors and the GMEC and are shared with the applicants and Residents. Any stipend not used during the academic year or before the end of the training program will be forfeited. The stipend is non-transferable.

6.7 **Laundry.** NCH shall furnish to Resident a white jacket and scrubs for use during the Term of this Agreement. NCH does not provide facilities to launder the white jacket and scrubs.

6.8 **Parking, Meals and Living Quarters.** NCH shall provide Resident with parking during the Term to park in designated areas of NCH at no cost to Resident. During the Term, NCH shall furnish Resident with meals when the Resident is on call. Living quarters are not provided. However, on-call rooms with sleeping quarters will be provided for Residents scheduled to be on-call.

7. **Clinical and Educational Work Hours.** Residents in the Training Program shall comply with the ACGME's duty hour standards as delineated by the Institutional Policy on "Resident Clinical and Educational Work Hours and Working Environment" and the individual program's work hour rules, hours of operation, and processes for attendance and tardiness. Residents shall inform Program Director, and/or Director of Medical Education/DIO if they feel their hours exceed this common duty hour standards. Each resident is required to keep an electronic log of his/her work hours. Failure to document duty hours in the assigned log system can lead to disciplinary action.

8. **Moonlighting.** Residents shall abide by the terms of the Institutional Moonlighting Policy. Moonlighting (Internal or external) is not permitted without the written approval of the individual program director of anyone of the NCH training programs. The program director must ensure that moonlighting, if approved, does not interfere with the ability of the resident to achieve the goals and objectives of the educational program. Residents shall devote Resident's full and exclusive time and attention to serving as a resident in the Program in accordance with this Agreement. Unauthorized moonlighting may result in dismissal from the program. All moonlighting activities (Both internal and external) approved by the program director may be discontinued at any time at the Program Director's discretion. Internal moonlighting (i.e. within the residency program and/or the sponsoring institution or the non-hospital sponsor's primary clinical site(s)) that occurs as part of the training program and external moonlighting must be counted toward the 80-hour weekly limit of duty hours.

9. **Counseling, Behavioral Health, Medical and Psychological Support.** During the term, NCH shall provide Resident with access to confidential counseling, behavioral health, medical and psychological support services. NCH also has an Employee Assistance Program (EAP), which is confidential.

10. **Physician Impairment Policy.** An impairment may result from a physical or mental condition. Issues of impairment shall be referred to the Program Director, and/or the Director of Medical Education/DIO to determine what, if any, action is required. The physician impairment policy is detailed in the medical staff bylaws.

11. **Drug Free Workplace.** NCH is subject to the Drug Free Workplace Act. Each employee is expected and required to report to work on time and in an appropriate mental and physical condition for work. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on NCH's premises or while conducting NCH's business off premises is absolutely prohibited. Violations will result in disciplinary action, up to and including termination, and may have legal consequences. Employees must, as a condition of employment, abide by the terms of this policy and report any conviction relating to drugs. Employees who need assistance with drug dependency are encouraged to utilize NCH's employee assistance program.

12. **Harassment and Discrimination Policy.** NCH is committed to fostering a workplace where employees do not feel discriminated against or otherwise harassed. Harassment includes verbal, physical, sexual or visual conduct that creates an intimidating, offensive or otherwise hostile environment. All NCH employees are strictly prohibited from discriminating in recruiting, interviewing, hiring, firing, promoting, training, disciplining, establishing compensation and benefits, salaries and in other terms, conditions and privileges of employment based on ancestry, language, marital status, or sexual orientation. Failure to comply will subject any NCH employee to discipline up to, and including, termination. Any type of harassment should be reported to the Program Director, and/or the Director of Medical Education/DIO or his or her designee. Resident can also discuss incidents with the EAP, which will remain confidential.

13. **Accommodations for Disabilities.** NCH is committed to complying with all applicable provisions of the Americans with Disabilities Act as amended ("ADA"). It is the Hospital's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability. Consistent with the corresponding hospital policy of non-discrimination, NCH will provide reasonable accommodations to a qualified individual with a disability, as defined in the ADA, who has made NCH aware of his or her disability, provided that such accommodation does not constitute an undue hardship to NCH.

14. **Closures and Reductions.** NCH reserves the right to reduce the size of or close the Program. As per the institutional policy on Closure of Residency Program, and in the event NCH elects to reduce the size of or close the Program, NCH shall notify Resident as soon as feasible prior to such reduction or closure. In the event of a reduction or closure, at the option of NCH, NCH shall (i) permit Resident to complete the Program at NCH or (ii) assist Resident in enrolling in another accredited program(s) in which Resident can continue his or her education.

15. **Non-Competition.** It is the policy of the GME Department that neither the Sponsoring Institution nor any of its ACGME-accredited, CODA-Accredited, ACPNF-Accredited, or non-accredited programs will require a resident/fellow to sign a non-competition guarantee or restrictive covenant.

16. **NCH Obligations.** NCH agrees to (i) provide Resident a suitable environment for an educational experience; (ii) provide a residency program which meets the standards of the Essentials of Accredited Residencies in Graduate Medical Education by the ACGME, CODA, and ACPNF; and (iii) undertake an evaluation and documentation of the clinical competence of Resident in accordance with this Agreement.

17. NCH Policies and Procedures.

17.1 **Equal Opportunity Employment Policy.** NCH is an equal opportunity employer. Discrimination and/or harassment on the basis of race, color, religion, national origin, age, disability, veteran status, marital status, sexual orientation or sex is strictly prohibited and will not be tolerated. NCH's equal employment opportunity officer is the Director of Human Resources or his or her designee. Resident is encouraged to report any potential violations of this policy to the Director of Human Resources or his or her designee.

17.2 **PPD Testing.** Resident agrees to undergo annual PPD testing by the Employee Health Office of NCH, at NCH's expense.

17.3 **Confidentiality.** Resident shall keep all patient matters confidential and comply with all laws governing the confidentiality of patient information including HIPAA (Health Information Portability and Accountability Act).

17.4 **Reports and Records.**

17.4.1 **Health Records.** Resident shall timely prepare and complete health records in accordance with NCH policies. Although Resident's breach of any other provision of this Agreement may also subject Resident to discipline, Resident hereby acknowledges and agrees that failure to comply with this section shall subject Resident to discipline, including suspension or dismissal. Resident shall be responsible for recording a complete admission history and physician examination on the patient's chart within twenty-four (24) hours of admission. Whenever Resident prepares a history, physical examination and discharge summary, Resident shall follow-up to ensure that the same has been counter-signed by the attending physician.

17.4.2 **Ownership of Records.** The ownership and right of control of all reports, records, and supporting documents prepared in connection with the operation of the Hospital and the participation by Resident in the Program shall vest exclusively in NCH.

17.4.3 **Access to Books, Documents and Records.** Until the expiration of four (4) years after the termination of this Agreement, Resident shall make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Agreement and all material books, documents and records in Resident's possession or control necessary to certify the nature and extent of the cost to NCH of the services provided pursuant to this Agreement.

18. **Agreement Void Ab Initio Upon Failure to Satisfy Certain Conditions Precedent.** On or before the Effective Date, Resident shall have either: (a) obtained an unrestricted license to practice Medicine in the State of Florida or successfully completed the registration requirements set forth in Section 458.345 or Section 459.021, Florida Statutes or any successor statutes thereto (the "Condition Precedent") and (b) proof of eligibility for employment including valid visa and/or other documents indicating eligibility for employment in the U.S. In the event Resident fails for any reason or cause to satisfy the Condition Precedent on or before 11:59 P.M. EST on the day immediately preceding the Effective Date, this Agreement shall be deemed rescinded by mutual agreement and thereupon null, void ab initio, and without any force or effect. No action or notice shall be required on the part of NCH under this Section 1.1 to affect the rescission of this Agreement. In the event Resident fails to satisfy the Condition Precedent within the time provided herein, neither party shall have any obligation or duty, monetary or otherwise, to the other for any period prior to or after effective date of this provision.

19. **Termination.** Resident's breach of any material provision of this Agreement may, in the discretion of NCH, but subject to Section 5.2., result in immediate termination of this Agreement prior to its expiration.

20. **Entire Agreement/Modification.** This Agreement and the materials referenced herein constitute the entire agreement between the parties relating to Resident's participation in the Program. This Agreement shall not be changed, modified or amended in any respect except by a written instrument signed by the parties hereto; provided, however, that amendment of the Housestaff Manual or any policies or procedures of NCH, or the NCH Medical Staff Bylaws and Rules and Regulations, shall not constitute an amendment of this Agreement for which the Resident's consent is required.

21. **Agreement Controls.** To the extent of any conflict between this Agreement and any document, manual or policy referenced in this Agreement, this Agreement shall govern.

22. **Choice of Law.** This Agreement is made and delivered in, and shall be governed by, and construed in accordance with, the applicable laws of the State of Florida.

23. **Status of Resident.** Resident, in the performance of services under this Agreement, is a bona fide employee of NCH.

24. **Representations and Covenants of Resident.** Resident covenants, represents and warrants to NCH that:

24.1 Resident is eligible to be employed by NCH.

24.2 Medical Resident has a valid ECFMG Certificate, if applicable, and a valid medical school diploma and Dental Resident has a valid dental school diploma.

24.3 Resident does not suffer from any illness or disability that could prevent Resident from fulfilling the essential job functions of participating in the Program.

24.4 Resident agrees to be bound by and comply with all rules, policies and regulations of NCH.

24.5 The foregoing covenants constitute a material inducement for NCH to enter into this Agreement.

25. **Notices.**

Communications or notices required or permitted to be made under this Agreement by Resident to NCH and/or various NCH representatives, including, but not limited to the Program Director, the Director of Medical Education and/or the Chief Executive Officer shall be made by Resident by certified mail, return receipt requested, to the applicable person, by name and title, to the following address:

Nicklaus Children's Hospital
3100 S.W. 62 Avenue
Miami, FL 33155
Attn: Director, Medical Education

with copy to: Nicklaus Children's Hospital
3100 S.W. 62 Avenue
Miami, FL 33155

Attn: Chief Academic Officer and
Senior Vice President

All notices to Resident from NCH shall be sent to Resident by certified mail, return receipt requested, to the address set forth on Attachment A

Notices sent by certified mail as provided above shall be deemed given upon mailing. Notices sent by any other method shall be deemed given only upon actual receipt.

26. **Recitals.** All recitals to this agreement and true and correct and by reference made a part hereof.

27. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, and effective as specified herein.

RESIDENT:
SIGNATURE APPEARS ON
ATTACHMENT A

VARIETY CHILDREN'S HOSPITAL
D/B/A NICKLAUS CHILDREN'S HOSPITAL

By: _____
Rani S Gereige, MD, MPH
Director of Medical Education & Designated
Institutional Official (DIO)
Date: _____

**ATTACHMENT A
NCH RESIDENT AGREEMENT**

Program Name:

Resident's Name:

Date of Execution:

Effective Date: Orientation:

Residency:

Last Day of Term:

PGY Level:

Compensation:

Resident's Mailing Address:

sample

AGREED AND ACCEPTED

Date