

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

THIS HOUSESTAFF 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 ("NCH"), a Florida not-for-profit corporation, which is a part of Nicklaus Children's Health System, and the physician resident or fellow whose name appears on Attachment A to the Agreement (the resident or fellow will hereinafter be referred to individually, and collectively with other residents or fellows, as "Housestaff").

RECITALS

WHEREAS, NCH sponsors graduate medical education training programs (individually a "Program" and collectively the "Programs") 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 NCH's Graduate Medical Education Department's ("GME") policies and procedures; and

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

WHEREAS, NCH desires for Housestaff 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 Housestaff to participate in the Program as a PGY and Housestaff 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 and alcohol screening, and background check performed by NCH's Talent Management and Effectiveness Department.

1.1 **Credentials**. If Housestaff is a graduate of an international medical or dental school, Housestaff 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 Housestaff: (iii) his or her original, valid ECFMG Certificate; and (iv) a valid certificate showing the Housestaff's USMLE/COMLEX score. If Housestaff is a graduate of a domestic medical or dental school or other exempt medical school for which an ECFMG Certificate is not required, Housestaff must present, prior to participation in the Program, all of the items listed above in this section except a valid ECFMG Certificate. If medical Housestaff 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 Housestaff does not present NCH with the items listed in this Section at least two (2) weeks prior to the Effective Date (defined below), this Agreement shall be null and void *ab initio* and of no force and effect.

2. **Housestaff's Responsibilities:** Housestaff are expected to conduct themselves as professionals in all situations. As such, Housestaff are expected to dress appropriately, use appropriate language, and interact with patients, families, and co-workers in a congenial, professional and constructive manner. As mature adults with professional responsibility and standing, Housestaff must be committed to quality excellence in all aspects of their activities and are expected to positively represent NCH in all activities, both inside and outside the workplace.

During the term of this Agreement, Housestaff shall:

2.1 Participate in the Program and satisfactorily perform Housestaff's obligations under the Program in accordance with the provisions of this Agreement, the NCH Housestaff Manual ("Housestaff Manual"), a copy of which has been furnished to Housestaff online, NCH's Employee Handbook ("Employee Handbook"), a copy of which has been furnished to Housestaff online, and all of NCH's other policies, procedures and manuals as relevant. Housestaff 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 gender, sexual orientation, religion, race, color, national origin, age, disability or any other legally recognized status entitled to protection under local, state or federal laws, (ii) use diligent efforts and good judgment in performing all duties, 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. Housestaff shall provide satisfactory, safe, cost effective, and compassionate care commensurate with Housestaff'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.

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 Basic Life Support ("BLS"), Pediatric Advanced Life Support ("PALS"), and for medical Housestaff, Neonatal Resuscitation Program ("NRP"), as approved by NCH's Graduate Medical Education Committee ("GMEC"), and other required training, as determined by the GMEC, 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 Housestaff fails to obtain certification on the first attempt or fails to attend their pre-scheduled course, Housestaff shall bear the cost of any additional attempts at certification. Failure of Housestaff to obtain PALS and/or any other required certification, may, at the sole discretion of NCH, be deemed a breach by Housestaff 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 Obtain and/or 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 if required.

2.12 Document and maintain work hour logs in accordance with ACGME's clinical and educational work hour requirements and Section 7 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 GMEC. Night and weekend call shall be scheduled by the Program Director on a rotational, equitable basis, as provided for in the Program-specific Housestaff Manual.

2.14 Inform the Medical Education Office of any change in address, visa status, or eligibility to work in the United States, as applicable.

3. **Duration of Appointment.** The duration of this appointment shall not exceed one (1) year from the appointment date as specified in Attachment A. Occasionally, appointment might occur for less than one (1) year as specified in the dates in Attachment A. Unless terminated earlier pursuant to Section 15, 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"). Housestaff understands and agrees that no additional appointment to the Program is guaranteed or to be implied from this Agreement or any other communication between the parties.

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

5. **Conditions of Reappointment and Promotion to a Subsequent PGY Level.** Promotion/reappointment shall be contingent upon Housestaff's satisfactory performance of his or her obligations

under this Agreement, all as determined by the Program's Clinical Competency Committee ("CCC"), the Program Director, the Director of Medical Education/DIO, and the GMEC. Housestaff 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.** GME and the 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, Housestaff are competent to practice medicine safely without supervision in their respective fields of training. It is important for such programs to identify residents/fellows with academic poor performance early in their training and provide appropriate remedial measures to ensure training competent physicians. Housestaff agrees and understands 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 Agreement 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 Housestaff, will be in accordance with fair institutional policies and procedures as described in the Housestaff Manual. NCH agrees that the adjudication of any Housestaff complaints and grievances related to actions which could result in dismissal or could significantly threaten Housestaff'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 Housestaff may raise and resolve issues without fear of retaliation or intimidation. To this end, Housestaff are provided full protection against unfair treatment through a formal grievance procedure as described in the Housestaff Manual, which includes specific directions for filing a grievance are found in the Housestaff Manual. Housestaff are advised that defined time intervals apply to most grievances and delay beyond these prescribed times may exclude the possibility of filing a grievance. The following three (3) academic disciplinary actions are eligible for grievance/appeal as per the process delineated in the Residents'/Fellows' Academic Grievance and Appeal 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 Housestaff:

6.1 **Professional Liability Insurance Coverage.** During the Term of this Agreement, NCH shall provide Housestaff with professional liability insurance (claims made policy), covering the costs of a legal defense and any settlement or judgment, for clinical services performed in the scope of Housestaff's participation in the Program pursuant to this Agreement. Such coverage shall be in accordance with such terms and in such amounts as NCH provides, in its sole discretion, for its other employees providing professional clinical services. A summary of pertinent information regarding this coverage will be provided to Housestaff.

6.2 **Health Insurance.** During the Term, NCH shall offer Housestaff group health, vision and dental insurance on the same terms and in such amounts as is provided to its other employees and their eligible dependents.

6.3 **Disability and Life Insurance.** NCH shall provide Housestaff 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 NCHS Benefits Booklet for the applicable year.

6.4 **Vacation.** Housestaff shall be entitled to twenty-eight (28) calendar paid vacation days. Such vacation shall be taken when is mutually agreed to by Housestaff 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 Housestaff Manual.

6.5 **Leaves of Absence.**

6.5.1 **Paid Medical, Parental and Caregiver Leave.** Housestaff, beginning on the first day of the ACGME accredited Program, may take up to a total of six (6) workweeks of paid leave for qualifying reasons during the training program at NCH. The details regarding this leave are set forth in NCH's Paid Medical, Parent and Caregiver Leave for Fellows and Residents of ACGME Accredited Programs policy in effect as of the date of any leave request.

6.5.2 **Family and Medical Leave Act (FMLA) Leave.** Housestaff may be eligible for up to twelve (12) weeks of unpaid FMLA leave if they have been employed for at least twelve (12) consecutive months, and have worked for at least 1,250 hours during the previous twelve (12) months. The paid leave time under the Paid Medical, Parent and Caregiver Leave for Fellows and Residents of ACGME Accredited Programs policy will run concurrently with, and be applied to, any qualifying FMLA leave.

6.5.3 **Unpaid Leave.** If Housestaff needs leave for a personal reason that does not qualify for paid leave or FMLA leave (as specified above) or after exhausting those leave periods, Housestaff may request an unpaid leave of absence. The request must be submitted in writing (including details on the reason for leave and any supporting medical documentation, if applicable) 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 Housestaff while on leave.

6.5.4 **Sick Days.** Housestaff 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. Any paid sick days will run concurrently with any Paid Medical, Parental and Caregiver Leave or FMLA Leave, as applicable based on the eligibility criteria for those leaves, and in accordance with NCH's applicable policies. Sick days are not subject to accumulation beyond the Term of this Agreement and may not be applied if Housestaff is reappointed under another agreement. In the event Housestaff is absent for more than three (3) consecutive workdays as a result of sickness, Housestaff must submit a fitness for duty certification from a health care provider directly to the Employee Health Office by the start of the Housestaff's next scheduled workday and must be cleared

by the Employee Health Office prior to returning 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.

6.5.5 **Bereavement Leave**. Housestaff shall be entitled to bereavement leave with pay in accordance with NCH's Bereavement Leave policy, as may be amended from time to time.

6.5.6 **Military Leave**. Housestaff with military duties in the state or federal uniformed service will be eligible for leave and/or re-employment in accordance with applicable law and NCH's "Military Leave" policy. Per the ACGME, military service cannot be substituted for training requirements.

6.5.7 **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 Housestaff**: Reimbursement for Housestaff participation in Professional/Educational conferences are for Housestaff 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 Housestaff Manual and GME's Educational Conference Travel and Expense Reimbursement policy. **For Dental Housestaff**: Second year dental Housestaff will attend the AAPD annual meeting in May. If dental Housestaff is entitled to paid professional education leave, Housestaff 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 and the Program Director. In the event Housestaff is eligible for professional leave and approval to take such leave is granted, Housestaff is responsible for arranging alternate coverage and to notify NCH's operator. For all Housestaff, educational leave must be in writing and is subject to approval at the discretion of the Program Director. The process of submitting a request for educational leave is specified in the Program-specific Housestaff Manual.

6.5.8 **Effect of a Leave of Absence on Training Program Requirements**. Housestaff 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. With any leave, Housestaff must complete the required clinical time in order to advance to the next training level and/or to graduate. If Housestaff 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.

6.5.8.1 If, for any reason, Housestaff is absent (regardless of reason) for a total of seven (7) or more days from one (1) rotation, or for a total of twenty-one (21) or more days over the Term of this Agreement, Housestaff shall be required to make up the missed block-time in rotation. Absences for shorter periods shall be made up by Housestaff at the discretion of the Program Director, and/or 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.

6.6 **Professional/Educational Stipends**. NCH shall provide Housestaff with educational support throughout each approved academic training year. Educational stipends for Housestaff's

Program are delineated in Attachment B (for Pediatric Housestaff), Attachment C (for Subspecialty Housestaff), or Attachment D (for Dental Housestaff), as applicable. Stipends are approved yearly by the Program Directors and the GMEC and are shared with the applicants and Housestaff. 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 Housestaff a white coat and scrubs for use during the Term of this Agreement. NCH does not provide facilities to launder the white coat and scrubs.

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

7. **Clinical and Educational Work Hours.** Housestaff shall comply with the ACGME's clinical and educational work hour standards as delineated by GME's "Resident Duty Hours and Working Environment" policy and the Program-specific work hour policies, hours of operation, and processes for attendance and tardiness. Housestaff shall inform the Program Director, and/or the Director of Medical Education/DIO if they feel their hours exceed the maximum allowable hours. Housestaff is required to keep an electronic log of his/her work hours. Failure to document clinical and educational work hours in the assigned log system may lead to disciplinary action.

8. **Moonlighting.** Housestaff shall abide by the moonlighting terms in GME's "Resident Duty Hours and Working Environment" policy. Moonlighting (internal or external) by Housestaff is not permitted without the written approval of the Program-specific Director. The Program Director must ensure that moonlighting, if approved, does not interfere with the ability of Housestaff to achieve the goals and objectives of the Program. Housestaff shall devote his/her full and exclusive time and attention to serving as Housestaff 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-specific Director may be discontinued at any time at the Program Director's discretion. Internal and external moonlighting shall be counted toward the total maximum allowable duty hours.

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

10. **Disasters, Closures, and Reductions.** NCH reserves the right to reduce the size of or close the Program. As per GME's "Closure of Residency Program" policy, and in the event NCH elects to reduce the size of or close the Program voluntarily or as a result of a disaster, NCH shall notify Housestaff 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 Housestaff to complete the Program at NCH or (ii) assist Housestaff in enrolling in another accredited program(s) in which Housestaff can continue his or her education.

11. **Non-Competition.** In accordance with GME’s requirements, neither the ACGME-accredited, CODA-Accredited, nor ACPNF-Accredited Programs will require Housestaff to sign a non-competition guarantee or restrictive covenant.

12. **NCH Obligations.** NCH agrees to (i) provide Housestaff 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 Housestaff in accordance with this Agreement.

13. **NCH Policies and Procedures.**

13.1 **Drug-Free Workplace.** All Housestaff must report for work and education activities free of the influence of alcohol and illegal drugs. NCH will not tolerate the use, possession, distribution, or sale of alcohol or illegal drugs while working or while on NCH property or any other assigned work or educational site (including the parking lots). Housestaff who are found to be under the influence of alcohol or illegal drugs, have alcohol or an illegal drug in their system, possess or sell illegal drugs or alcohol while on NCH work time or property, or any other assigned work or educational site (including parking lots), or who otherwise violate the Drug-Free Workplace policy are subject to corrective action, up to and including termination from the Program and employment and may have legal and licensure consequences. Housestaff who need assistance with drug or alcohol dependency are encouraged to utilize NCH’s employee assistance program (EAP).

13.2 **Equal Employment Opportunity and Discrimination and Harassment-Free Workplace.** NCH is committed to promoting and assuring equal employment opportunity and to maintaining a work environment free of discrimination and harassment. NCH prohibits and will not tolerate discrimination against any employee or applicant based on the individual’s race, color, religion, sex, age, disability, marital status, national origin, sexual orientation, genetic information, or any other legally recognized status entitled to protection under local, state or federal anti-discrimination laws. This policy governs all aspects of recruitment, hiring and employment, including, but not limited to, compensation, promotion, demotion, transfer, lay-offs, terminations, leaves of absence, training opportunities and other terms and conditions of employment. NCH also prohibits and will not tolerate harassment of any employee based on the employee’s race, color, religion, sex, age, disability, marital status, national origin, sexual orientation, genetic information or any other legally recognized status entitled to protection under local, state or federal antidiscrimination laws. NCH employees, including, but not limited to officers, directors, supervisors and managers, do not have the authority to engage in any activity, which would constitute discrimination or harassment. Housestaff are encouraged to review the full details of NCH’s Equal Employment Opportunity and Discrimination and Harassment Free Workplace policies, which are available on the NCHSnet (intranet).

13.3 **Accommodations for Disabilities.** NCH is committed to complying with all applicable provisions of the Americans with Disabilities Act as amended (“ADA”). It is the NCH’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 NCH 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, unless doing so

creates an undue hardship to NCH, or the individual poses a direct threat to the health or safety of other individuals in the workplace. Housestaff are encouraged to review the full details of NCH's Reasonable Accommodation Under the Americans With Disabilities Act policy, which is available on the NCHSnet (intranet).

13.4 **PPD Testing & Influenza Vaccination.** Housestaff agrees to comply with NCH's health and safety requirements for employees, which include, but are not limited to, COVID-19 vaccination, annual PPD testing, and influenza vaccination.

13.5 **Confidentiality.** Housestaff shall abide by NCH's requirements regarding confidentiality, including, but not limited to, those set forth in the Housestaff Manual. Housestaff 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).

13.6 **Reports and Records.**

13.6.1 **Health Records.** Housestaff shall timely prepare and complete health records in accordance with NCH policies. Although Housestaff's breach of any other provision of this Agreement may also subject Housestaff to discipline, Housestaff hereby acknowledges and agrees that failure to comply with this Section shall subject Housestaff to discipline, including suspension or dismissal by NCH. Housestaff 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 Housestaff prepares a history, physical examination, and discharge summary, Housestaff shall follow-up to ensure that the same has been counter-signed by the attending physician.

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

13.6.3 **Access to Books, Documents and Records.** Until the expiration of four (4) years after the termination of this Agreement, Housestaff 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 Housestaff's possession or control necessary to certify the nature and extent of the cost to NCH of the services provided pursuant to this Agreement.

14. **Agreement Void *Ab Initio* Upon Failure to Satisfy Certain Conditions Precedent.** On or before the Effective Date, Housestaff shall have: (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 and (b) provided proof of eligibility for employment including valid visa and/or other documents indicating eligibility for employment in the U.S. (the "Condition Precedent"). If Housestaff 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 to affect the rescission of this Agreement. In the event Housestaff 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.

15. **Termination.** Housestaff'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.

16. **Entire Agreement/Modification.** This Agreement and the materials referenced herein constitute the entire agreement between the parties relating to Housestaff'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 shall not constitute an amendment of this Agreement for which the Housestaff's consent is required.

17. **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.

18. **Florida Law Applies.** 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. The exclusive venue for any actions related to this Agreement shall be in a state or federal court in Miami-Dade County, Florida.

19. **Employment Status of Housestaff.** Housestaff, in the performance of services under this Agreement, is a bona fide employee of NCH.

20. **Representations and Covenants of Housestaff.** Housestaff covenants, represents and warrants to NCH that:

20.1 Housestaff is a United States citizen or is otherwise authorized to be employed by NCH.

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

20.3 Housestaff is able to perform the essential job functions to participate in the Program, with or without reasonable accommodation.

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

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

21. **Notices.** Communications or notices required or permitted to be made under this Agreement by Housestaff to NCH, including, but not limited to the Program Director or the Director of Medical Education/DIO shall be made by Housestaff 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 of Medical Education

with copy to: Nicklaus Children’s Hospital
3100 S.W. 62 Avenue
Miami, FL 33155
Attn: General Counsel’s Office

All notices to Housestaff from NCH shall be sent to Housestaff 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.

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

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.

HOUSESTAFF:

**VARIETY CHILDREN’S HOSPITAL
D/B/A NICKLAUS CHILDREN'S HOSPITAL:**

SIGNATURE APPEARS ON
ATTACHMENT A

By: _____

Rani S Gereige, MD, MPH
Executive Director of Medical Education
& Designated Institutional Official (DIO)

Date: _____

**ATTACHMENT A
NCH HOUSESTAFF AGREEMENT**

Program Name:

Housestaff's Name:

Date of Execution:

Effective Date:

Orientation Date(s):

Training Commencement Date:

Last Day of Term:

PGY Level:

Compensation:

Housestaff's Mailing Address:

Sample

AGREED AND ACCEPTED

Date