

HOSPITAL – GRADUATE MEDICAL EDUCATION TRAINEE AGREEMENT

This Hospital-Trainee Agreement (“Agreement”) between All Children’s Hospital, Inc., a Florida not-for-profit corporation, located at 501 6th Avenue South, St. Petersburg, FL 33701 (the "Hospital"), and _____ (the "Trainee") sets forth the terms and conditions of the resident or fellow’s appointment by Hospital as a Trainee in a Graduate Medical Education Residency or Fellowship Program at Children’s Hospital Johns Hopkins Medicine. (The “Program”).

1. **PURPOSE:** The Trainee, having successfully completed his or her undergraduate medical education including attainment of the Doctor of Medicine degree previously, shall by this Agreement acquire graduate medical education and training at the Hospital. This contract governs the relationship between the individual Trainee and the Hospital, and shall take precedence over any other institutional or program agreement.
2. **TERMS OF APPOINTMENT:**
 - A. Term. The Initial Term of this Agreement shall be for a period of _____ (__) months commencing _____ __, _____ (“Commencement Date”) and is subject to renewal prior to each academic year.
 - B. Conditions Precedent. As conditions precedent to appointment the Trainee must provide all appropriate documentation to Hospital prior to the Commencement Date:
 1. An accurately completed residency application.
 2. An official notarized copy of the Doctor of Medicine diploma from a national or international school of medicine.
 3. Official documentation of passage of appropriate licensing examinations including all components of Part I and Part II USMLE examinations during medical school.
 4. Documentation of employment eligibility (Federal I9 requirement)
 5. Proof of legal employment status (i.e., birth certificate, passport, naturalization papers, valid visa, form, etc.).
 6. If the Trainee is an international medical school graduate, an original, current and valid ECFMG certificate.
 7. Obtain and maintain a valid license to practice medicine that complies with the applicable provisions of the laws pertaining to licensure in the state of Florida or any other state in which the Program may assign trainee and provide a copy to the Office of Medical Education prior to the first day of employment.
 8. Acquire and maintain life support certifications (BCLS, PALS, NRP) as prescribed by Program and/or the Hospital.
 9. Satisfactory health, drug and criminal background screening required by the institution.

10. Such other and further information that the Hospital may request in connection with the credentials and background including but not limited to national Practitioner Data Bank.
11. Any document not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to the Hospital.
12. This signed agreement of appointment.
13. Submit to a health examination and supplemental test(s), which includes tests for drug and/or alcohol abuse, and receive the required immunizations in compliance with Hospital policies and all applicable federal, state, and local laws and regulations. It must be determined that the Trainee is in sufficient physical and mental condition to perform the essential functions of appointment. The results of all examinations shall be provided to Employee Health.
14. Successful completion of GME institutional orientation.

3. RESPONSIBILITIES OF THE TRAINEE:

The trainee physician must meet the qualifications for trainee eligibility as outlined in the ACGME Institutional Requirements (www.acgme.org). In providing services and in participating in the activities of the Program, Trainee agrees to do the following:

- A.** Obey and adhere to all policies and practices of the Hospital and Program including but not limited to the following:
 1. Obey and adhere to the corresponding policies of all of the facilities to which s/he rotates, including completion of all facility required education programs
 2. Obey and adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by the Joint Commission, the ACGME and any other relevant accrediting, certifying or licensing organization, including the Florida Board of Medicine.
- B.** Participate fully in the educational, research and scholarly activities of the Program as assigned by the Institution (orientation and core curriculum) and Program Director (and/or as necessary for the completion of applicable graduation requirements), attend all required educational conferences, assume responsibility for teaching and supervising other trainees and students, and participate in assigned Hospital committee activities.
- C.** Use his/her best efforts to provide safe, effective, and compassionate patient care, and present at all times a courteous and respectful attitude toward all patients, colleagues, employees, visitors and other facilities/rotations sites to which the Trainee is assigned.
- D.** Provide Clinical Services:
 1. Commensurate with his/her level of advancement and responsibilities
 2. Under appropriate supervision
 3. At sites specifically approved by the Program and Office of Medical Education under circumstances and at locations as covered by the Hospital's professional liability insurance maintained for the Trainee

- E.** Develop and follow a personal program of self-study and professional growth under guidance of the Program Director and Program faculty
- F.** Demonstrate competency in Patient Care, Medical Knowledge, Interpersonal and Communication Skills, Practice Based Learning and Improvement, Professionalism, and Systems Based Practice by program completion
- G.** Cooperate fully:
 - 1. Coordinate and complete the required submissions and activities including the legible and timely completion of patient medical records, charts, reports, statistical operative and procedure logs, and/or other documentation required by the ACGME, Hospital, Office of Medical Education or Program
 - 2. Report to the Office of Medical Education, and cooperate with the Florida Board of Medicine or any other state medical board, any investigation or correspondence regarding issues which may impact state licensure.
 - 3. Return at the time of the expiration of termination of the Agreement, all Hospital property, including but not limited to books, equipment, pager and complete all necessary records and settle all professional and financial obligations
 - 4. With all Hospital, Department, Program, and accreditation surveys, reviews, evaluations, quality assurance and credentialing activities.
- H.** Report immediately
 - 1. to the Hospital Director of Risk management any inquiry by any private or governmental attorney or investigator or
 - 2. to the Hospital's Office of Communications any inquiry by any member of the press. The Trainee understands that the Hospital encourages the Trainee's full cooperation with any governmental investigation or inquiry. The Trainee agrees not to communicate with any inquiring private attorney or any members of the press except merely to refer such private attorneys to the Office of Risk Management and to refer the press to the Office of Communications.
- I.** Cooperate fully with Hospital Administration, including but not limited to the departments of Nursing, Professional Services, Financial Services, Social Services, and other ancillary services departments in connection with the evaluation of appropriate discharge and post-hospital care for hospital patients.
- J.** Obey and adhere to the Hospital's compliance requirements and professional standards; including those in the Hospital Medical Staff Bylaws.
- K.** Cooperate fully with Hospital institutional policies prohibiting discrimination and harassment
- L.** Adhere to all Professional Expectations as outlined in the GME Trainee Manual

- M.** Present at all times a proper and professional appearance which includes wearing a white physician's lab coat while on hospital duty.
- N.** Permit the hospital to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body, and the Trainee covenants to hold harmless the Hospital, its officers, Program Directors, directors, or other personnel for good faith compliance with such requests for information. This covenant shall survive termination or expiration of this agreement.
- O.** Meet the Hospital and State standards for immunizations in the same manner as all hospital personnel.
- P.** The Trainee agrees to accept the duties, responsibilities, and rotations assigned by the Hospital's Director of Graduate Medical Education or designee ("Program Director").
- Q.** The Trainee agrees to conduct himself/herself ethically and professionally in keeping with his/her position as a physician in the care of patients. The Resident shall exercise similar care in each relationship between himself/herself and the other members of the Program, the Program faculty, employees of the Hospital and members of the Hospital's medical staff and those in comparable positions in teaching sites to which s/he rotates.
- R.** The Trainee agrees to participate in institutional programs and activities involving the medical staff and adhere to established practices, rules and regulations, procedures, and policies of the Hospital.
- S.** The Trainee agrees to neither destroy nor remove any property of the Hospital.
- T.** The Trainee agrees to develop a personal program of self-study and professional growth with guidance from the Program faculty/Hospital teaching staff.
- U.** The Trainee agrees to participate in safe, effective and compassionate patient care under supervision commensurate with his or her level of advancement and responsibility. The Resident further agrees to apply appropriate cost containment measures in the provision of patient care.
- V.** The Trainee agrees to participate fully in the educational activities of the Program, attend educational conferences, and, as required, assume responsibility for teaching and supervising junior residents and students. He/she shall fulfill the required duties to the best of his/her ability.
- W.** The Trainee agrees to submit to, and to pass (to the satisfaction of the Hospital in its sole discretion), both (1) a post-offer drug and health screening; and (2) a background investigation, which screening and investigation shall be conducted in accordance with the Hospital's policies.
- X.** The Trainee affirms that he or she is fully qualified to participate in the Program. This requires that all Trainees submit a copy of their medical school diploma upon graduation and prior to the start of the program. For International Medical Graduates, this Resident Agreement shall not be effective until such time as the Trainee delivers to the Hospital a copy of a valid Educational Commission for Foreign Medical Graduates (ECFMG) certificate. The medical school diploma, ECFMG and all other credentialing materials will be verified by the Hospital

- Y. Trainees are required to attend conferences and meetings as components of the graduate medical education curriculum and program of study while training at the hospital. The Trainee may be assigned to a Medical Staff Committee, and once assigned, attendance is required.
 - Z. Trainees will be required to register for and take the USMLE Step 3 examination as the final component of licensing examinations within the first four months of training at the Hospital if not already completed prior to matriculating at the Hospital.
4. **STANDARDS AND EXPECTATIONS OF THE TRAINEE:** The Trainee agrees to follow each of the following standards and expectations:

A. Patient Care

1. Accepting primary responsibility for the delivery of care for all assigned inpatients under the supervision of assigned attending physicians and/or senior residents and/or fellows.
2. Accepting responsibility for the delivery of various aspects of care to assigned outpatients with the level of care and responsibility defined by the particular service under appropriate supervision.
3. Sign over of all patients to another physician or resident when going off duty and carrying this out in a more formal, verbal and written manner when rotating off service. Protocols for hospital transitions of care must be followed.

B. Compliance with Regulations and Requirements

1. Maintaining standards of care as defined by the Bylaws, Rules and Regulations of the Medical Staff of the Hospital and of the recognized organizations accrediting the Hospital and its training programs, by the laws of Florida and regulations of the Florida Department of Health and as judged to be satisfactory by the individual Hospital departments concerned, including compliance with Accreditation Council on Graduate Medical Education (ACGME) and applicable Residency Review Committees (“RRC”).
2. Obey and adhere to the policies, practices, rules, bylaws, and the regulations of All Children's Health System and All Children's Hospital and other teaching sites to which s/he rotates, as applicable (collectively the "Policies").
3. Obey and adhere to all applicable state, federal, and local laws, as well as the standards required for the Hospital to maintain accreditation by the The Joint Commission to maintain accreditation by the Accreditation Council on Graduate Medical Education (“ACGME”) and applicable Residency Review Committees (“RRC”). Resident also agrees to obey and adhere to any other relevant rules or regulations imposed by accrediting, certifying, or licensing organizations.
4. Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program

Director and/or as necessary for the completion of applicable Program requirements, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students, and participate in assigned Hospital committee activities.

5. Fully cooperate with the Program and the Hospital in coordinating and completing RRC and ACGME accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, time cards, statistical operative and procedure logs, faculty and Program evaluations, and/or other documentation required by the RRC, ACGME, Hospital and/or Program.
6. Incorporate considerations of cost awareness and risk-benefit analysis in patient and/or population-based care as appropriate.
7. Cooperate fully with all Hospital surveys, reviews, and quality assurance and credentialing activities.
8. Cooperate fully with Hospital's institutional policies prohibiting discrimination and sexual and other forms of harassment. All Hospital Policies may be found on the Hospital's intranet ("BeACH").
9. Permit Hospital to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body, and the Resident covenants not to sue Hospital, its officers, directors, or other personnel for doing so. This covenant shall survive termination or expiration of this Agreement.

C. Confidentiality

Maintain the confidentiality of all written, oral or computerized information relating to the Hospital, patients and family members in accordance with all applicable federal and state privacy laws, including Health Insurance and Portability Accountability Act ("HIPAA") regulations. The Resident understands that his/her assigned electronic logon (user name) constitutes his/her legal electronic signature and agrees to not share the assigned logon or password.

D. Educational Activities/Self-Study Programs

1. Develop and follow an independent study program with guidance from the teaching staff and demonstrate ability to assume graded and increasing responsibility for patient care.
2. Attend lectures, seminars and conferences. The Resident must abide by the individual residency program requirements on conference attendance.
3. Attend all mandatory orientation sessions and courses.
4. Abide by the individual residency program's evaluation process, including peer review, faculty review and rotation evaluations.

E. Professionalism

1. Willing to accept guidance, criticism and evaluation from those of more experience and to defer final decisions related to patient care to those who are in a supervisory capacity. Use information about self-error to improve practice and change behavior.
2. Conduct himself/herself ethically and professionally in keeping with his/her position as a physician in the care of patients and in relationships between himself/herself and other members of the staff.
3. Dress appropriately and professionally. The Trainee must wear a white physician's lab coat and individual photo ID badge while on duty.
4. Be on time for all scheduled assignments, responsibilities, conferences, and other meetings.
5. Promptly report illness or unavailability for duty to the Hospital's program director.
6. Conduct himself/herself as fully responsible for the care of the patient, although ultimate authority for clinical responsibilities is derived from the attending physician and Resident must escalate care decisions as appropriate.
7. If the Trainee receives any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Resident's activities at the Hospital or any teaching setting, the Resident agrees to immediately report this receipt to Risk Management and submit the documents received to that office.

Failure to comply with any of the provisions of this Section 4 governing "Trainee Responsibilities" shall constitute grounds for disciplinary action, including the Resident's suspension or termination from the Program at Hospital's sole discretion.

5. RESPONSIBILITIES OF THE HOSPITAL:

A. Representation of the Hospital

1. Provide leadership, organizational structure, and resources to enable Hospital to achieve substantial compliance with the ACGME Institutional Requirements and to enable its ACGME accredited programs to achieve substantial compliance with Program Requirements. This includes providing an ethical, professional, and educational environment in which the curricular requirements as well as the applicable requirements for scholarly activity and the general competencies can be met. The regular assessment of the quality of the GME programs, the performance of their Residents, and the use of outcome assessment results for program improvement are essential components of this commitment.

2. Maintain an environment conducive to the health and well being of all Trainees. This shall include the provision of accommodation for disabilities and a process to address sexual harassment, which are provided in accordance with Resident Policies and Procedures.
3. Provide all Trainees with appropriate and adequate faculty and Medical Staff supervision for all educational and clinical activities.
4. Evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of all residents on a regular and periodic basis. The Program Director shall present to and discuss with the Trainee a written summary of the evaluations at least once during each six (6) month period of training and/or more frequently if required by Hospital, RRC, ACGME and/or the Program.
5. Provide a mechanism to fairly deal with academic or disciplinary actions, issues related to the program or faculty, and concerns about the working environment.
6. Provide Trainee counseling in accordance with Section 7(D) of this Agreement and assistance with impairment due to substance abuse in accordance with the Program's substance abuse policy.

6. DUTY HOURS:

- A.** The Trainee shall perform his/her duties under this Agreement during such hours as the Program Director may direct. Duty hours, although subject to modification and variation depending upon the clinical area to which the Resident is assigned and/or exigent circumstances, shall be in accordance with state, federal, and ACGME requirements.
- B.** If a scheduled duty assignment is inconsistent with this Agreement or the aforementioned requirements, the Trainee shall bring that inconsistency first to the attention of the Program Director for discussion, investigation and correction.

7. FINANCIAL SUPPORT AND BENEFITS: Hospital shall provide the Trainee with financial support and benefits in the following areas:

A. Stipend

1. The Hospital shall pay the Trainee a gross annual stipend in the amount of _____. The Hospital shall make payment in accordance with its standard payroll practices.
2. The Hospital shall make appropriate deductions from the gross amount for all applicable taxes as required by law.
3. All Trainees at comparable levels will be compensated according to the same schedule.

B. Liability Insurance

1. The Hospital shall provide malpractice coverage to the Trainee (the "Liability Coverage"), but only for approved Program activities conducted in accordance with Policies. The Liability Coverage includes legal representation for Trainee and protection against awards from claims reported or filed after Trainee's completion of the Program if the alleged act or omission of the Trainee was within the scope of the Program.
2. The Liability Coverage does *not* provide coverage for any activity beyond the scope of this Agreement or the approved Graduate Medical Education Program (e.g. the Liability Coverage shall *not* apply to any outside activity or moonlighting).
3. The Trainee agrees to cooperate fully with the Hospital, its Risk Management and Legal Affairs Departments, all attorneys retained by Hospital, and all investigators, committees and departments of Hospital, particularly in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim; and/or (c) preparation for litigation whether or not the Trainee is a named party to that litigation. This duty shall survive the expiration of this Agreement and failure to cooperate may result in personal liability.

C. Benefits

The Trainee is eligible to select and purchase certain medical/dental/vision/flexible spending account/disability benefit plans made available by the Hospital to its employees as summarized at www.allkids.org.

Changes in benefits and costs may occur during the term of this agreement. The Trainee's eligibility and any costs or conditions for such benefits shall be in accordance with applicable summary plan descriptions and the plan documents related to said benefits.

D. Counseling Service

The Trainee will have access to the confidential counseling, medical and psychological support services available through the Hospital's Employee Assistance Program (EAP).

E. Time Away from On-Duty Responsibilities as a Trainee

1. Trainee may utilize 25 days of vacation per academic year of training July 1 through June 30. Vacation time must be approved in advance by the program director. The vacation days will be tracked by the Office of Medical Education. Unused vacation days for any year will expire on June 30 at the end of the academic year of training. If this Agreement is terminated, unused vacation days will not be paid out to Resident. Except when not reasonably practical due to acute illness, emergencies or similar cause, the Trainee must coordinate and schedule time away with the Program Director.
2. Up to seven days per year are allowed for trainees for illness per academic year.

3. At the PL1 and PL2 levels of training, 3-5 days of academic time are allowed for national presentations at professional organization meetings. The program director must approve the time and travel arrangements in advance.
 4. At the PL3 and above levels of training, 5-7 days of academic time are allowed for national presentations at professional organization meetings. The program director must approve the time and travel arrangements in advance.
 5. Trainees wishing to take a leave of absence from the Program must obtain approval from the Program Director. Residents are not automatically guaranteed re-entry into the Program and therefore should discuss future arrangements with their Program Director prior to commencing a leave of absence. Leave of absence is uncompensated leave.
 6. Trainees who are called to active military duty are eligible for re-entry into the training program based on availability of appropriate positions in the Program.
 7. Trainees anticipating the need to request leave should discuss the impact on their Program prior to commencing such leave. Repeat of training and/or make up time required to fulfill criteria for completion of training according to ACGME and Residency/Fellowship Review Committees of the ACGME and the American Boards of specialty and subspecialties governing training and eligibility requirements for boards. Final determination on approval of leave requests are made by the Program Director.
8. **DUAL EMPLOYMENT (MOONLIGHTING):** Trainees may not accept employment or engage in outside activity, compensated or uncompensated, which may interfere with the full and faithful performance of Program responsibilities and requirements including duty hour limits. Resident shall not provide services of a professional nature requiring medical licensure for any person unless approved in advance by the Program Director. The Hospital does NOT provide liability coverage for Trainees participating in outside professional activities, even when approved.
9. **STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY:** The Hospital complies with the applicable provisions of Title VII of the Federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, and the Americans With Disabilities Act.
10. **CONDITIONS FOR REAPPOINTMENT:**
- A. The Program Director and Faculty evaluates the performance of each Trainee after the completion of each clinical rotation. The Program Director conducts a performance evaluation, which is reviewed with each Trainee at least twice per year. Trainee reappointment is dependent upon the recommendation of the Program Director and is expressly contingent upon several factors, including but not limited to, the following: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations including reviews each six months by the

Residency Program's Clinical Competency Committee, and full compliance with the terms of this Agreement.

- B.** Neither this Agreement nor the Trainee's appointment hereunder constitute an option to renew or extend the Resident's appointment by Hospital or a benefit, promise, or other commitment that the Resident will be appointed as a Trainee for a period beyond the termination date of this Agreement or that the Trainee will be promoted to the next level of training.
- C.** In the event Hospital elects not to reappoint the Trainee to the Program and this Agreement is not renewed, the Hospital shall provide the Trainee a written notice of non-renewal no later than 120 days prior to the end of the current period of appointment. However, if the primary reason(s) for the non-renewal or non-promotion occurs within the 120 days prior to the end of the Agreement, the Program shall provide the Trainee with as much written notice of the intent not to renew or not to promote as the circumstances will reasonably allow prior to the end of the Agreement. A Resident in receipt of a notice of non-renewal is entitled to appeal in accordance with Hospital's Trainee Grievance Policy.

11. CORRECTIVE ACTION/SUSPENSION/TERMINATION/RESIGNATION:

- A.** During the term of this Agreement, the Trainee's appointment is expressly conditioned upon satisfactory performance of all Program elements by the Trainee. If the actions, conduct, or performance, professional or otherwise, of the Trainee are deemed by the Program Director to be inconsistent with the terms of this Agreement, the Hospital's standards of patient care and patient welfare, or the objectives of the Hospital and the Program, or if such actions, conduct, or performance reflects adversely on the Hospital or Program, or disrupts operations of the Hospital or Program, corrective action may be taken by the Program Director in accordance with the Hospital's corrective action policy and the policies for Graduate Medical Education at the Hospital.
- B.** The Hospital may suspend the Trainee without prior notice, all or any portion of the Trainee's appointment granted by Hospital, whenever it is in good faith determined that the continued appointment of the Trainee places the safety or health of patients or personnel in jeopardy or to prevent imminent or further disruption of the Program and/or Hospital operations.
- C.** Hospital reserves the right to terminate a Trainee from this program and other benefits in the event of (1) a breach of this Agreement by the Trainee; or (2) failure to meet standards of performance; or (3) an unprofessional act committed by the Resident. The Hospital may terminate the Trainee for cause, if a fair hearing process has substantiated the cause.
- D.** In the event that Trainee intends to give notice of resignation, Trainee shall do so by providing written notice to the Program Director of the Hospital's Training Program, sent in strict compliance with the notice provision stated in Section 13, I.) no less than ninety (120) days prior to the end of the Program year, unless otherwise agreed to in writing by the Hospital and the Trainee. Any verbal, electronic or other non-written communication shall not constitute sufficient notice under this section, except that Trainee understands

and agrees that any such communication made by him or her may be relied upon by the Hospital and cause the Hospital to seek to fill the position, to the detriment of the Trainee. Any failure to comply with the provisions of this Section may result (in addition to the remedy referenced above) in the Trainee jeopardizing (1) his/her good standing with the Program and/or (2) his/her eligibility for re-hire.

12. COMPLETION OF PROGRAM:

- A. Certification of graduation from his/her respective program will be contingent upon the Trainee having, on or before the date of completion, satisfactorily completed all program requirements at the Hospital for the Resident's training program including those of the specialty as determined by the Residency Review Committee of the ACGME and the Board of the medical or surgical specialty, returned all Hospital property, completed all records and settled his or her financial obligations.
- B. A Check-Out Form, which is obtained from the Office of Medical Education must be completed prior to leaving.
- C. The Hospital does not guarantee the award of a degree or a certificate of satisfactory completion of any course of study or training program to students/residents enrolled in any instructional or training program. The award of degrees and certificates of satisfactory completion is conditioned upon satisfaction of all current degree and instructional requirements at the time of such award, compliance with the Hospital and Program regulations, as well as performance and conduct meeting bona expectations of faculty. No member of the faculty is obliged to provide students, residents or graduates with an evaluation or letter of recommendation which does not accurately reflect that faculty member's true opinion and evaluation of academic performance and conduct.

13. OTHER PROVISIONS:

- A. **Records Ownership.** All medical, patient, business, and financial records, correspondence or other documents generated by Resident or Hospital belong to Hospital and Hospital is the "records owner" under Florida law. Resident shall have no right to keep or retain such records, papers and documents after this Agreement is terminated or expires, except as provided by Florida law.
- B. **Program Reduction.** In the event the Hospital chooses to close or reduce the number of residents in its sponsored programs, Hospital will:
 - 1. whenever possible, fulfill its commitment to residents already training in its programs and not terminate residents in good academic standing prior to completion of their training; and
 - 2. minimize any negative impact of GME reductions or program closures on the residents and on the quality of their education programs.
- C. **Agency.** This Agreement does not constitute the appointment of the Resident as the agent or legal representative of the Hospital for any purpose whatsoever. The Resident is not granted any express or implied right or authority to assume or create any

obligation or responsibility on behalf of or in the name of the Hospital or to bind the Hospital in any manner or thing whatsoever.

- D. Assignment.** Trainee may not assign or subcontract any of his or her responsibilities under this Agreement without the express prior written consent of the Hospital. The Hospital may assign this Agreement to its successor without the consent of the Resident in the event of a merger, consolidation, acquisition, or corporate reorganization.
- E. No Third Party Beneficiaries.** Nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the parties to this Agreement.
- F. Governing Law.** The validity, construction, enforcement and interpretation of this Agreement shall be governed by the substantive laws of the State of Florida.
- G. Compliance With Law.** Notwithstanding any other provision in this contract, the Hospital remains responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations. Further, the Resident warrants that he or she is (i) not excluded from a federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act (see the OIG of the Department of Health and Human Services list of Excluded Individuals/Entities at <http://www.oig.hhs.gov/FRAUD/exclusions/listofescluded.htm>); (ii) not debarred by the FDA under 21 U.S.C. 335a (see the FDA Office of Regulatory Affairs Debarment List at http://www.fda.gov/ora/compliance_ref/debar/); and (iii) otherwise not excluded from contracting with the federal government (see the Excluded Parties Listing System at <http://epls.arnet.gov>). This shall be an ongoing representation and warranty during the term of this Agreement, and the Resident shall immediately notify the Hospital of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the Hospital right to terminate this Agreement immediately for cause.
- H. International Trainees:** The Trainee's employment shall not commence and this Agreement shall not be effective until the Resident produces documents demonstrating authorization to work in the United States. It is the responsibility of the Resident to assure these documents are renewed prior to expiration and to provide proof of renewal. Failure to comply with this may result in a break in service and possible termination of the Agreement.
- I. Notice.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when delivered in writing either (1) personally or (2) by prepaid certified or registered mail, return receipt requested, or (3) by Federal Express or other overnight delivery for which evidence of delivery has been obtained by the sender, addressed to the respective party at the addresses which follow or to such other addresses each may hereafter designate in writing:

As to Hospital:
All Children's Hospital, Inc.

As to Trainee:

Attn: _____
501 Sixth Avenue South
St. Petersburg, FL 33701

(or to the Address on file with the
All Children's Hospital Medical
Staff office)

With copy to:

All Children's Hospital, Inc.
Attn: Legal Affairs, Box 9080
501 Sixth Avenue South
St. Petersburg, FL 33701

- J. Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.
- K. Construction.** There shall be no rule of construction for or against any party by reason of the physical preparation of this Agreement. The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties shall so survive the completion of performance, cancellation, or termination of this Agreement.
- L. Section Headings.** Section headings contained in this Agreement are used for convenience only, and shall not be construed as limiting this Agreement or any of its several sections to the provisions described by those section headings.
- M. No Waiver.** No waiver of any provision of this Agreement shall be binding unless in writing and signed by the party sought to be bound. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement.
- N. Entire Agreement and Amendments.** This Agreement constitutes the entire Agreement between the parties as to the services hereunder, and supersedes and replaces all prior communications, correspondence, and prior agreements, if any, between Hospital and Resident relating to any matter that is the subject of this Agreement. The parties acknowledge that this Agreement is a complete and exclusive statement and an understanding between the parties with respect to the subject matter herein and no changes or modifications to the Agreement shall be made except in writing and duly signed by the parties.

HOSPITAL
All Children's Hospital, Inc.

TRAINEE

Name: Chad Brands, MD

Director of Medical Education

Date: _____

Name: Jonathan Ellen, M.D.

Title: President & Chief Executive Officer

Date: _____

Name:

Date: _____